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The Solicitors' Journal.

LONDON, JUNE 24, 1871.

IT IS UNDERSTOOD that Sir Roundell Palmer, the President of the Legal Education Association, will, before the end of the present session of Parliament, move in the House of Commons an address to the Crown, asking for a Charter incorporating a legal university in London. Meanwhile, a petition (printed in another column) is intended to be presented to the Commons, on behalf of the Inns of Court and Serjeants'-inn, praying that in the event of the Queen being pleased to incorporate the legal university by Royal Charter, an Act may be passed enabling her Majesty to provide by the Charter for such of the objects of the scheme as cannot now be accomplished by her sole authority.

WE DO NOT KNOW whether Lord Westbury's motive, in proposing to restrict the right of appeal to the House of Lords, is or is not to render the position of that House as the ultimate Court of Appeal so untenable as to ensure its speedy abolition, and thus accomplish by a sort of ruse what it appears to be too much for the powers even of the present Government to do directly; but if that be not his motive, at any rate the means he has adopted seem most cunningly adapted to that end.

We do not deny that hopeless appeals on paltry grounds are a great evil, and we have more than once pointed out that the great expense which is inseparable from an appeal to the House of Lords is far from being an unmixed one, inasmuch as it certainly operates to diminish the supply of speculative or frivolous appeals. It might also, we think, be well made a rule of every appeal court that ample security for costs should be given by every appellant, and if the existing rules as to deposits are insufficient for this purpose, as is no doubt frequently the fact, we think that new and more efficacious regulations on the subject may well be laid down; not, of course, in any way infringing upon the existing right of suit *in formâ pauperis* in proper cases. But it is a very different matter to prescribe an arbitrary limit below which no appeal shall be "competent," except in certain specific cases or with leave of the Court appealed from. How great an implement of injustice such a regulation has proved in India, those who are familiar with the course of "justice" there know only too well; and if there are any of our readers to whom this question is interesting and new, we recommend them to try the effect of an hour's quiet conversation with any deputy or assistant commissioner of their acquaintance who may be at home on furlough; and, provided always they do not let their sense of the "justice" described appear too plainly in their faces, we will promise them a view of the distinctions between "appealable" and "non-appealable" cases, by which they will probably "be surprised."

The second provision, that when the judgment of the Court of First Instance has been affirmed by the Court of Intermediate Appeal, there shall be no further appeal without leave, is less objectionable; but it ought, we think, to be further limited by excepting cases in which the Court of Appeal was not unanimous, and also cases where (as is often the case in winding up matters) the result of the judgment really governs a large number of instances, the general importance of which ought therefore *per se* to be considered sufficient to call for the decision of the highest Court. The bill as drawn would moreover have the effect of taking away the right of appeal against many judgments already pronounced, and as regards which the right has already accrued and may have been to some extent acted on; this ought not, we think, to be; and it should be provided that the Act should not prevent an appeal to the House of Lords against any judgment already pronounced and now appealable thereto, so as the petition of appeal was presented within a reasonable time (say two years) after the passing of the Act, and duly prosecuted. With these alterations the bill would probably be a slight improvement on existing circumstances; but its great merit, in the eyes of those to whom alone it is likely to appear to have merit at all, is obviously that it affords reasonable ground for saying that the existing constitution of the House of Lords as the ultimate Court of Appeal is, *by its own confession*, inadequate for the requirements of the position; and thus to add weight to the arguments, already far from despicable, in favour of the erection of a new and powerful Court of General Appeal from all Courts in the Empire.

THE WITHDRAWAL of Lord Shaftesbury's measures for the reform of the ecclesiastical courts, following so closely on their second reading, renders it unnecessary for us to repeat the criticisms we formerly passed on Lord Shaftesbury's proposals. All must agree that a remodelling of this branch of procedure is imperatively needed; the procedure is costly, cumbrous, and in other ways unsatisfactory. In 1869, two bills upon the subject were introduced, one by Lord Shaftesbury, and one by the Archbishop of Canterbury. Each contained many valuable provisions, and each would have required much modification before becoming law. Lord Shaftesbury's bill would materially have diminished the lay control in Church government; on the other hand, it gave very great facilities to parishioners for instituting ecclesiastical prosecutions, while the Archbishop's bill left very little to the parishioners. This session, Lord Shaftesbury had re-introduced his former measure, consenting, in deference principally to the opposition of the Bishop of Winchester, to abandon the parishioners' prosecution clauses just alluded to. The bill is now withdrawn, to be again introduced, its sponsor says, next session. It would have been hopeless to attempt to pass any measure on the subject, so late in the present session, but if the matter is taken up early enough next year, a select committee ought to be able, out of the materials afforded by the two measures we have mentioned, to frame an adequate piece of legislation.

IN A CASE reported this week from the Lambeth County Court the judge was asked to commit the defendant for non-payment, the only "means of payment" shown being a reversionary interest to which defendant's wife was entitled under her father's will. The judge, of course, declined to make the order on such grounds. There appears to be a considerable diversity of opinion among county court judges as to the circumstances which constitute "ability to pay," and the statistical return of county court business for 1870 just issued would, of itself, seem to indicate that some judges commit on much slighter grounds than others. In circuit 16 there were 32 warrants issued to 12,000 plaints, in circuit 57 there were 33 warrants to 11,000 plaints, and several others in similar proportions. These are the circuits where the smallest number of warrants in proportion to plaints were issued. On the other hand, in circuit 27 there were 915 warrants to 13,000 plaints, and in circuit 48 there were 932 warrants to 13,000 plaints. Whatever the causes may be, the difference is somewhat striking. We are

rather curious to know what different judges have ruled on the subject of inability to pay.

THERE HAS BEEN ANOTHER DEBATE this week upon our international conventions. Lord Denbigh denounced the Declaration of Paris, arguing that it is destructive of the interests of England, and that it is not a pact binding upon us. The declaration declared—First, that privateering should be abolished; secondly, that a neutral flag should cover an enemy's goods with the exception of contraband of war; thirdly, that neutral goods, with the exception of contraband of war, should not be liable to capture under an enemy's flag; and, fourthly, that a blockade, in order to be binding, must be effective. Of these rules the fourth was a matter which had never been in dispute. The remaining three were rules which had been put in practice during the Crimean war. The second and third have in general been approved by America in her treaties, but the first she has uniformly declined. The Declaration was signed by the plenipotentiaries who assembled at Paris in 1856 to arrange the terms of the peace with Russia; it is true that it was not a formal treaty, and that it has never since been ratified by our Sovereign in Council, but it has been avowedly adopted by this country, and, in international equity, if we may use the term, it is binding upon this country. As an informal obligation, we might, no doubt, withdraw from it, but it would be scarcely honourable to wait for a war and then withdraw. Lord Colchester suggested that in case of war between Great Britain and America, the latter, not being a party to the Declaration, would be able to seize British goods in French or Russian bottoms, while we, bound by the Declaration, should be unable to seize American goods in the vessels of any nation party to the Declaration. But it appears to us that the Declaration does not cover such a case. It has been much regretted that the United States never came into the convention. They would have done so but for the privateering clause.

THE LORDS' AMENDMENTS to the Trades' Unions' Bill and the Criminal Law Amendment (Violence,Threats,&c.) Bill have, as we anticipated a few weeks back, been accepted by the House of Commons. They were unimportant and agreed to without opposition if we except that one relating to "picketting." With regard to that our readers may remember that in the original bill it was provided, that where one person *with two or more others* watched or beset a house with a view to coerce, he should be liable to three months' hard labour. The House of Lords struck out the words "with two or more others," and thus made it a crime for a single person to watch or beset a house with view to coerce—in other words to resort to "picketting" in any shape or measure. On this amendment the House of Commons divided, but the amendment was agreed to by a majority of fifty, although it was opposed by the Government. We have already protested against the clause as it originally stood, on grounds which it is needless to repeat. The alteration only makes it far more stringent in its operation, rendering it extremely difficult for any future strikes to be conducted legally. Strikes we must expect; they are the certain outcrop from the present relations of capital and labour. The Legislature should so deal with the unions and strikes as to conduce to the latter being brought to speedy, but above all to peaceful, terminations. The course adopted tends to have an exactly opposite effect, and will, we fear, only perpetuate and extend evils already sufficiently urgent for some alienative measures.

THE LOTTERY ACTS are every now and then brought before the House of Commons from a "No Popery" point of view. Under the Act of 1806 (46 Geo. III. c. 148) penalties for illegal lotteries go to the Crown, and can only be sued for in the name of the Attorney General. Mr. Charley this day week complained in the House of Commons that the provisions of the Acts were not impartially enforced by the law officers. Mr. Bruce replied with truth that the arguments pressed on him were arguments for an indiscriminate rather than an impartial enforcement of the statutory penalties. The Government considered they had a discretion; and their theory was that mere gambling lotteries should be promptly prosecuted, and charitable lotteries warned, a warning which the Home Secretary said never failed of effect. There are many ways known to the patrons of benevolent institutions, of canvassing for contributions under cover of persuading those who part with their money, that they can at once propitiate God and Mammon; all are objectionable in theory, and the lotteries and raffles as much so as any: and yet it would be far from desirable that every charitable lottery should be made the subject of a prosecution. Unless it can be shown that the discretion is abused—which so far as we are aware no one except Mr. Whalley, Mr. Charley, and few others believe—the only course open is to leave to the Executive the discretion claimed by Mr. Bruce. The question will suggest itself to many, whether the Sunday trading difficulties might not be got over by rendering the penalties under the Lord's Day Act, enforceable only by the Executive in the exercise of a similar discretion. But the cases are dissimilar. In the first place the proceedings against Sunday trading, if placed in the hands of the Executive, must be entrusted to the police; and it would not be desirable to entrust the police with a discretionary power so very easily abused. Again, the Lord's Day Act of Charles II., is really an Act which ought to be repealed, because it is inconsistent with the modern opinions and requirements of the community. The matter requires an entire re-adjustment.

VILLAGE COMMUNITIES EAST AND WEST.

Our inclination and ability to discover what our forefathers were doing in times gone by seem to increase as those times recede further and further into the past. The improved arrangement and accessibility of the surviving materials for archaic research have, so far, more than compensated for the loss of transitory and more perishable evidence. An enquirer in the reign of Queen Victoria, engaged in investigating some transaction of Henry VIII.'s time, has an easier task than he would have had two hundred years earlier. But more than this, the taste for speculative enquiry, which is characteristic of the age, has carried modern investigations of the past back into early periods, far beyond any eras which antiquarians of previous generations ever dreamed of essaying. Mr. Maine has been doing for ancient law what Sir John Lubbock, Max Müller, and others have done in other departments of the pre-historic enquiry. All who are acquainted with Mr. Maine's writings will have looked with interest for the publication of his new work. * The special interest of the subject is very great. Hitherto our real-property law writers and antiquarians in tracing, and our judges in declaring and judicially legislating, have uniformly gone on the theory which regards feudalism, to use Mr. Maine's words, "as having no ascertainable antecedents, and all rights *primâ facie* inconsistent with it, as having established themselves through prescription, and by the sufferance of the lord." So far as the existence of any more ancient proprietary system has been recognised or detected by law writers or antiquarians, "they either assume or inevitably suggest, that the modern law is separated from the ancient by some great interruption."

"The popular theory," Mr. Maine says, "I believe to be, that at some period—sometimes vaguely associated with the feudalisation of Europe, sometimes more precisely with the Norman Conquest—the entire soil of England was confiscated; that the whole of each manor

* "Village Communities in the East and West, by Henry Sumner Maine, London, Murray, 1871."

became the lord's demesne; that the lord divided certain parts of it among his free retainers, but kept a part in his own hands to be tilled by his villeins; that all which was not required for this distribution was left as the lord's waste; and that all customs which cannot be traced as feudal principles grew up insensibly, through the subsequent tolerance of the feudal chief."

To this extent the popular idea is correct, that from the date of the Conquest, tenure, as distinguished from proprietorship, became the theory of land-law; the theory went on the fiction that the sovereign was the fountain of land-ownership, and that everything had originally been granted, and was therefore ultimately held, of him. But the popular notion goes wrong in attempting to explain as a growth subsequent to feudalism, land phenomena which cannot be traced to feudal principles, and which are in reality the vestiges of an earlier system.

Those writers who have endeavoured to trace the manner in which individual property in land became substituted for collective property, have written, until very recently, under the impression that among the Teutonic nations, in England especially, the present land system is not to be considered as a growth from the older system of collective ownership, but as separated from it by a definite break in the chain. Even after the theory of a gradual development had come to be accepted as to the land systems of the continental Teutonic nations, it was believed by the German writers, until the publication of the work of Professor Nasse, that the English history of land-ownership presented an exceptional discontinuity. Professor Nasse, about two years ago, called attention to the unmistakeable traces of the old collective ownership still remaining in Great Britain. Mr. Maine, in the work whose title we have borrowed at the head of this paper, illustrates the subject by showing that in India, where the village community and joint ownership are still living realities, there are extant customs, which are based entirely upon the fact of this joint ownership, analogous to and in some cases identical with customs still existing or lately existing throughout England; "in fact" says Mr. Maine (p. 154) "it appears that of all the landmarks on the line of movement traced by German and English scholars from the village group to the manorial group there is not one which may not be met with in India, saving always the extreme points at either end." The importance of this is apparent, since it goes to show —when taken in conjunction with our previous knowledge—that the origin of individual ownership in land from joint ownership is common to the whole Aryan race; and it is even some evidence that the idea of property in land, as we know it, can only be conceived through the form of common property, which is as it were a step on the road to individual ownership. A better instance could not perhaps be given of the importance of the study of comparative jurisprudence than the comparison of this theory of the origin of individual property in land with the "occupation theory" so familiar to all English law students through the pages of Blackstone.

But the community, as Mr. Maine describes it, is not a mere horde of savages living by the chase or a nomad tribe subsisting on the produce of its flocks: it is a people engaged in agricultural pursuits on land over which certain of its members have very complicated if not very accurately defined rights. "The ancient Teutonic cultivating community," says Mr. Maine (p. 78), "as it existed in Germany itself, appears to have been thus organized. It consisted of a number of families standing in a proprietary relation to a district divided into three parts. These three portions were the mark of the township or village, the common mark or waste, and the arable waste or cultivated area. The community inhabited the village, held the common mark in mixed ownership, and cultivated the arable mark in lots appropriated to the several families." But the unit of the community was the family represented by its own free head, and not the individual, and the real property law—if so we may term the recognised customs—was concerned not with the relations between individuals, but with the relations of each family with the whole community. This fact should be noted since it shows that the institution of the family must have long preceded that of property in land, as we understand it. The rights of each family over the common mark form strictly an ownership in common; their rights over the arable mark approach much more closely to individual property, for the arable mark, supposed in theory to have been cut out of the common mark, was separated into lots according to the number of families in the community, and each family held its lot sometimes for a year, sometimes in perpetuity, whilst sometimes the arable mark seems to have been removed at certain fixed periods from one part of the common mark to another. It is from the rights of ownership over the common mark that Mr. Maine would in many instances deduce the present rights of commoners over the lords waste—the owners of the arable mark he considers to be the predecessors of the present freeholders. How did the mark become the manor? This is the problem which the German writers to whom reference has been made have attempted to solve, and which Mr. Maine seeks to illustrate in the way we have mentioned. The causes of such a change would, in his view, be numerous and complicated; amongst them would be the constant wars between the different communities, and consequently the *suzerainty* acquired by one tribe or its leaders over another; the primitive notion of the superiority of a certain family or of certain families—in each clan whether in military or civil affairs; and lastly the results following the formation of the great Teutonic nations in and on the borders of the Roman Empire. It may perhaps be owing to the inveteracy of early associations derived from Coke and Blackstone that we do not feel able to think of the change from the old collective ownership to the feudal as quite so gradual in England, as Mr. Maine and the writers quoted by him appear to think. But the book is one which really everybody should read, lawyers especially. In the lecture on the Western Village Communities, an account is given of a most remarkable instance of primitive joint cultivation, still existing in Scotland in the Burghs of Lauder. The vestiges of collective ownership in England are to be found in common-rights and stints, and especially in "Lammas Lands," "lot-meadows," "dole-meads;" and the rest of those shifting severalty-tenures which, though comparatively unfamiliar to the real property lawyer, are still subsisting in rural districts to considerable extent. The latter description of ownership is still widely distributed over the country, but must be very fast disappearing, and in another generation or two very probably the only actual traces of it remaining will be in the nomenclature of places and persons.* Country solicitors might do much for the elucidation of the subject by preserving or noting such traces as their practice brings before them of the usages and history of these ownerships.

DEBENTURES TO BEARER.

No. II.

In a former paper we introduced the doctrine laid down in the case *Re Blakely Ordnance Company*, by which the Court of Chancery first expressly recognised the privilege of what we termed "equitable negociability," as attaching to the novel kind of commercial paper known as debentures to bearer.

In *Re Natal Investment Company* decided by Lord Cairns as Lord Chancellor (L. R. 3 Ch. 355, 16 W. R. 637), the claims of debenture holders to prove irrespective of any equities as between the company and the person to whom the debentures were issued was disallowed. There was in that case, however, no antecedent contract

* The very common surname of Hayward (spelt also in various other forms), is simply the name of the officer whose duty it was to superintend the boundaries, prevent incroachment and so forth.

for the issue of such debentures, nor any special powers for that purpose in the constitution of the company. Moreover the terms of the document did not appear to their Lordships to express the intention that the instrument was to be negociable.

Lord Cairns indeed made some attempt to explain away or limit the bearing of the express decision of Lord Justice Rolt in *Re Blakely Ordnance Company*, by saying that in that case the company *was formed to give effect to the antecedent contract* and that Lord Justice Rolt accordingly came to the conclusion that the company was *estopped* from setting up, upon a claim by holders of these debentures, to prove for the amount specified in them, any equity or right of set off which it might have against Blakely and Dent.

The case *Re General Estates Company, Ex parte City Bank* (L. R. 3 Ch. 758, 16 W. R. 919), was decided by the present Lord Chancellor (then Lord Justice Wood), and Lord Justice Selwyn, and is much to the effect of the case of *Re Blakely Ordnance Company*, except that there was here no antecedent contract, but only authority implied by the articles of association to issue the document. This is indeed a very strong case, as it is impossible to make out from the articles an express power of this nature; but such power is rather assumed to be implied from the objects of the company as stated in the memorandum of association, which were "to acquire, by purchase, lease or otherwise, freehold, copyhold, and other real property, for building thereon, improving, letting, or selling, and the doing of all such other things as are incidental or conducive to the attainment of the above objects." Art 86 of the articles, contained some very general powers for the purpose of carrying out the above objects, but there was no special power to issue negociable instruments of any kind. The instruments in question in this case were headed with the word "Debenture" and were in these terms—

"In consideration of the sum of £1,000 paid to them by J. C. H., Esq., the General Estates Company (Limited) hereby undertake to pay to the order of the said J. C. H., Esq., on 1st of July, 1867, the said sum of £1,000, with interest thereon, after the rate of £5 per cent. per annum half yearly, on the 1st day of January, and the 1st day of July in each year, on presentation of the annexed interest warrants. Given under the common seal of the General Estates Company (Limited), this 5th of December, 1865."

The Lord Justice Wood leant to the view that this was a promissory note, but supposing it not to be so, he deemed that it came within the principles of *Re Agra and Masterman's Bank*, and *Re Blakely Ordnance Company*, and the gist of his decision is thus expressed:—"Corporate bodies may issue promissory notes and bills of exchange where the nature and character of their business warrants it. Here the nature and character of the business is such that the issuing negociable instruments would be an ordinary and almost necessary incident to it. The better opinion seems to me to be that this is a promissory note, *but if it be not so the cases go to this, that where there is a distinct promise held out by a company informing all the world that they will pay to the order of the person named, it is not competent for that company afterwards to set up equities of their own, and say, that, because the person who makes the order is indebted to them they will not pay.*

It is not within the scope of this paper to consider whether or not the instrument above mentioned fell within the category of what is known by mercantile usage as a promissory note, and negociable as such. We have cited the above decision as one which carries into effect, and extends the doctrine laid down in the case of *Re Blakely Ordnance Company*. The same is applied by Vice-Chancellor Malins in the case of *Re Imperial Land Company of Marseilles*, reported 19 W. R. 223, without any hesitation, and apparently with the notion that if holders of these instruments were held bound to inquire into the circumstances of their issue, a *blow would be inflicted on the mercantile transactions of the company.*

The logical conclusion from the decisions above cited appears to be, that the Court of Chancery holds it to be equity that a corporation or company, if sufficiently empowered by the constitution which their originators have chosen to adopt, may concoct an instrument which, not being of a kind recognised by any general custom or understanding of trade, nor by any commercial necessity other than the convenience of the company and those who choose to deal in their securities, shall, by the mere intention of the company who issue the instrument, have imparted to it the privilege of being *in equity* transferable *to bearer*, free from any equities or counter claims which were incident to the original obligation, and would have constituted between the parties a valid defence against its enforcement.

It is difficult to account for these decisions, except on the hypothesis that equity judges have of late been mentally demoralised by enforced familiarity with the dealings of companies in liquidation, and have been led to attach far too much importance to the transactions of these companies in their relation to the general commercial business of the country. We shall now see to what extent and under what conditions the doctrines so laid down in Chancery have been recognised by the Courts of Law.

In the case of *Dickson* v. *The Swansea Vale and Neath and Brecon Junction Railway Company* (L. R. 4 Q. B. 44, 17 W. R. 51) the declaration was against a railway company on a money bond. An equitable plea stated that the bond in question was a Lloyd's bond given to the nominal plaintiff under an arrangement between him and the company, under which it was arranged that he should retire the bond. The replication stated that the bond had been assigned by the nominal plaintiff to a third person (who was the real plaintiff) for valuable consideration, and that he, the real plaintiff, had no notice of the equity mentioned in the plea. The Court held in effect that the plea disclosed the fact that the bond was given to the plaintiff for the purpose of raising money on it, and the replication having stated the carrying out of that purpose by the assignment of the bond for value without notice of the equity to a person who sued in the name of a plaintiff, was a good replication.

Now, before assuming that this last case supports the doctrine of the cases in Chancery above cited, we must observe that it was the case of a bond payable to assigns, and which had been duly assigned according to its tenor; and by no means supports the proposition that a bond or debenture "to bearer" has any force or validity in equity which it would not have at law. Moreover, looking at the form of the replication, it must have been assumed not only that the purchaser of the bond was entirely free from notice of the equities,—but that they were concealed from him by the company and their contractor acting in concert with the object of arming the latter with an instrument of credit.

The case of *Higgs* v. *Northern Assam Tea Company (Limited)*, (L. R. 1 Ex. 387) was of the following nature. On the 17th of October, 1864, an agreement was made between H. and W. the latter acting on behalf of a company called the Northern Assam Tea Company (Limited), whereby H. was to sell certain estates to W. for the company for the sum of £54,000 payable, £7,000 in cash and £47,000 in debenture bonds at the rate of £5 per cent, from 1st January, 1865, redeemable at certain subsequent dates. The agreement contained a guarantee by H. of certain net profits to the company, with power to the directors to retain a reasonable number of the said debentures as security. The company was registered on the 22nd of October, 1864; the articles of association recited this agreement, and stated, amongst other things, that the company was to have a primary lien on the debentures of any member who should be indebted to the company.

The debentures recited the agreement between H. and the company, and witnessed that the latter bound themselves to pay the principal sums to H., his executors, administrators, or assigns. On the 28th of July, 1865, H., for valuable consideration, transferred to C. twenty of these debentures, payable on the 1st of January, 1868. C. then was, and remained until the time of suit, a shareholder. C. afterwards gave notice of this transfer to the company, and sent the transfer for registration, and was registered by them in a book called the register of mortgages, and gave C. a certificate dated the 9th of August, 1865, that he had been entered on the register as the "registered proprietor" of twenty debenture bonds. The company paid interest on these debentures to C., and had several transactions with C., amongst other things taking two of these debentures as payment of a sum due to the company from C. himself, at the full value of the principal sum named therein.

The company defendants now claimed, in an action brought by C. for payment of the debentures, to set off certain sums due to them for unpaid calls, &c., from H.

It was sufficiently clear in this case that the dealings of the company with C., whom they recognised and treated as owner of the debentures, estopped them from setting up the claims of set-off for the debts due from H.; but the judges, in deciding the case, gave a certain countenance to the doctrines of the Equity Courts in the decisions above mentioned. Bramwell, B., said "If the contract with H. was to pay his assignees without right of set-off, then the assignees have an equity to prevent a set-off being enforced against them." He distinguished the case of the Natal Investment Company, by saying that it was not a case of set-off but of failure of consideration for the debenture assigned (a view of that case which does not appear from the reported decision). And finally, after citing *Re Blakely Ordnance Company*, *Re General Estates Company*, *Dickson* v. *Swansea Vale Railway Company*, and other cases, he said "On these authorities, and taking all the above matters into account we hold that the defendants and H. contemplated and intended that H. should assign these debentures, that he could not practically do so if subject to such equities as now set up, that consequently H. and the defendants contemplated and intended that H. should assign free from those equities, and that the defendants have dealt with C. on that footing. Holding this, and guiding ourselves as we best can by the cases cited, we think the plaintiff entitled to our judgment."

We cannot but think that in the course of the decisions above cited the equity courts have a little forgotten the maxim *stare super antiquas vias*, and that, even to the extent to which the courts of common law have indorsed their doctrine, it would be fairly questionable in an appellate court of authority co-ordinate with or superior to, that of the Lord Chancellor. In the case of *Dixon* v. *Bovill* (3 Macq. 1), decided by the House of Lords on appeal from Scotland, where the Court had both legal and equitable jurisdiction; the ultimate Court of Appeal declined to give any effect as a negociable instrument to a delivery warrant for iron, which although sanctioned by no *general* custom of trade was contended to be transferable to bearer according to a usage of the iron trade. The reasoning used in this case by Lord Chancellor Cranworth upon the policy of the law which refuses to give a floating right of action, either at law or in equity, upon instruments which are not sanctioned as negociable by the necessities of commerce or the general usage of trade, would be precisely applicable to cases such as the *Blakely Ordnance Company* and the *Estates Investment Company*.

If the equity of the series of decisions we have above cited be doubtful, there is still less to be said for the public policy of the doctrine they are intended to support. The fact is that these "debentures to bearer" commonly belong to some of the most questionable transactions of the indifferent class of mercantile personages called limited companies. The value which these debentures represent is not (as in the case of Lloyd's bonds) the value of work done, or any value which there are means of testing. The value represented by them is probably the fancy price at which the company jobber has sold the estate or business which is the basis of the company's operations, and which, except for the success in floating the company, would be quite unmarketable. The effect of the operation is that persons claiming through the promoters are enabled to sweep away the whole assets of the company in preference over the ordinary creditors, as well as over shareholders duped by the worthless guarantees set out in the prospectus of the company.

In making the above observations we are far from impugning the decision in the case of the *Agra and Masterman's Bank* above cited. Nor do we dispute that when a railway company issue to their contractor Lloyd's bonds (being instruments under seal of the company admitting an amount due upon account stated for work done) they may be disentitled to set up against the assignee of these bonds an equity arising out of a secret and sedulously concealed agreement between them and the contractor. This, indeed, would be a species of fraud on the part of the company issuing instruments which, in effect, represented that which was not, and may be sufficient to infer privity between the company and the person acting on such representation.

But this is very different from the purport of the equity decisions which stamp with the authority of that Court a new species of floating *debenture* transferable to bearer, to the loss of the revenue, and freed not only from all rights of set-off, but from *equities* which, if taken into consideration, might show entire want of consideration between the original parties. The doctrine in fact gives to the holder of these securities, in equity, the whole effect which a deed under seal would have in a court of law unrestrained by equity, and this not from any commercial necessity or general usage of trade, but by the mere force of the purpose and intention of the parties between whom the original instrument is concocted. So far as the decisions above cited tend to support this doctrine we cannot think they have any solid foundation in equity any more than in law. But it is difficult to explain away the cases, as having a purport which does not amount to the strange and novel proposition we have here protested against.

RECENT DECISIONS.

EQUITY.

STAT. 3 & 4, WILL. 4, C. 27, S. 28.—ACKNOWLEDGMENT BY JOINT MORTGAGEES (TRUSTEES) IN POSSESSION.

Richard v. *Young*, L.J., 19 W. R. 612.

A new point was decided in this case by Vice Chancellor Malins (18 W.R. 800) which we shortly noticed (14 S. J. 916). The Vice Chancellor's decision has now been affirmed. It is in effect that, where two or more *joint* mortgagees (trustees) are in possession of the mortgagee deeds, no acknowledgment of the mortgagor's title entitles the mortgagor to redeem, unless signed by *all* of them. There is no mention of joint mortgagees in the Act. In the opinion of the Lords' Justices, the latter part of section 28 "where there shall be more than one mortgagee" refers to the case of tenancy in common, where one or other of the mortgagees has a separate distinguishable interest, either in the money or the land. In such a case any one of the mortgagees, who has given an acknowledgment, is redeemable as to his interest in the property mortgaged. It is the earlier part of the section that applies to joint mortgagees, who, according to Lord Justice Mellish, are included in the word "mortgagee," in the earlier part of the section. Where, therefore, the interest of all is an undivided interest, the acknowledgment of less than all operates nothing, and the signature

of all is necessary. This is a decision which persons who lend money on mortgage on a joint account will do well to keep in view. The argument that one trustee who signs an acknowledgment of the mortgagors title must be taken to sign on behalf of his co-trustees involved the question whether the signature of an agent would be sufficient. The Lords' Justices held that it would not, the Act being silent on the subject. The acknowledgment, to be operative, must be signed by *all* the trustees, and made to the mortgagor himself. No acknowledgment of a third person is sufficient (*Batchelor* v. *Middleton*, 6 Ha. 83) yet the vaguest of allusions (see *Stansfield* v. *Hobson*, 1 W. R. 27, 3 D. M. G. 620; and *Trulock* v. *Robey*, 12 Sim. 402) may operate as an acknowledgment, if addressed to the redeeming party by the person to be redeemed.

INVESTMENT OF MONIES RECEIVED ON SALES UNDER LEASES AND SALES OF SETTLED ESTATES ACT.
(19 & 20 Vict. c. 120.)

Re Cooke's Settlement, M. R., 19 W. R. 693.

Monies received on sales under this Act are, by section 25, until applied in some or one of the ways mentioned in section 23, to be invested either in Exchequer Bills, or in Consols, which would be well enough if these investments were always of a temporary character. In *Wall* v. *Hall* (11 W. R. 298), Vice-Chancellor Kindersley, after taking time to consider, held that the Court had jurisdiction, in a proper case, to approve of an investment on mortgage of freeholds, being, we suppose, of opinion that the proceeds of sale were "cash under the control of the Court" (23 & 24 Vict. c. 38), although the Master of the Rolls in *Re Birmingham Blue Coat School* (14 W. R. Ch. Dig. 46 L. R. 1 Eq. 632), inclined to think that the statutory power of the Court as to investment conferred by the 23 & 24 Vict. c. 38, and the General Order of 1st of February, 1861, was intended to apply only to cash coming into Court in the ordinary course, and not to cash paid in under an Act of Parliament. However this may be, the Master of the Rolls in *Re Birmingham Blue Coat School*, (*sup.*) acting on a precedent before Vice-Chancellor Wood, ordered the investment in Consols of money paid into Court under a private Act, though such private Act direct the investment to be in Exchequer Bills. And in *Re Wilkinson's Estate*, (18 W. R. Ch. Dig. 46). Vice-Chancellor Malins ordered the investment in East India stock of a fund paid into Court under the provision of a special Act anterior to 23 & 24 Vict. c. 38, though such special Act directs the investment to be in Consols or Reduced Annuities. Upon the authorities it is not surprising that the Master of the Rolls should in *Re Cooke's Settlement* have allowed monies paid into Court under the Leases and Sales of Settled Estates Act to be invested in any of the securities authorised by the General Order of February 1st, 1861.

REVIEWS.

The Statutes. Revised Edition. Vol. II., A.D., 1688—1770. By Authority. Printed by George William Eyre and Wm. Spottiswoode. Printers to her Queen's Most Excellent Majesty. 1871.

The Statute Law Revision Commission are certainly not idle. They have now, within the space of two years, issued, including the present instalment, three volumes. The admirable chronological table and index, comprising all the statutes up to the end of 1869, was issued in January, 1870, and before the end of that year the first volume of the revised statutes themselves, comprising the corpus of the statute law, purged of all repealed portions, down to the end of the latest legislation of James II. The second volume carries the work down to the year 1770, the 10th of George III., exhibiting the effect of repeals down to the end of the session of 1870 (33 & 34 Vict.) These volumes are admirably arranged and admirably printed, and it is hardly necessary to say that to lawyers they are simply invaluable.

COURTS.

COURT OF CHANCERY.

MASTER OF THE ROLLS.

June 20.—*Re St. Pierre Butler Hook, a solicitor.*

On the 24th of April last the Master of the Rolls made an order to strike Mr. Hook off the rolls (see *ante* p, 471).

On that occasion Mr. Hook did not appear, and the order was made on an affidavit of service. The matter was afterwards spoken to, when the petitioner's counsel stated that an arrangement had been effected between Mr. Hook and his client, and submitted to act as the Court should direct, with reference to the drawing up of the order. The Master of the Rolls thereupon took time to consider what course to pursue, and on June 20 pronounced judgment in the following terms:—

Lord ROMILLY, M.R.—I think that it is not necessary for the petitioner in this case to draw up the order which I pronounced on the 24th of April, Mr. Hook having paid or secured all that is due from him. I make a distinction between mere inability to satisfy an amount due, especially when strenuous endeavours are made to discharge the liability, and those cases where money has been obtained, or the account of it deferred by false statements, and by fictitious accounts; and also from those cases, where the property of others, fiducially entrusted, is involved, as in the case of a solicitor or trustee, dealing with the property of his *cestui que* trust.

In this case I think that, the petitioner being satisfied, it is not the duty of the Court, having reference to the necessity of keeping pure the proceedings of the solicitors, who are so important a branch of this Court, to require that Mr. Hook should be struck off the rolls; and, therefore, although it was, in my opinion, right for the petitioner to act under the direction of the Court, it is not necessary for him to draw up the order, which may be allowed to drop.

Schomberg, Q.C., appeared for Mr. Hook.

Jessel, Q.C., and *Waller*, for the petitioner.

June 12, 20.—*Re Brutton (a Solicitor).*

This was a petition by the Incorporated Law Society, to strike Mr. William Courtenay Brutton's name off the rolls, on a charge of having, in 1866, misapplied a sum of money entrusted to his care, partly as solicitor to the Earl of Dundonald, and partly as trustee of two deeds, executed by the Earl in November, 1864, and March, 1865; as to which, see *Lord Dundonald* v. *Masterman*, (17 W. R. 548.)

Sir Richard Baggallay, Q.C., and *F. O. Haynes*, appeared in support of the petition.

Jessel Q.C., and *Cottrell*, for Mr. Brutton.

June 20.—Lord ROMILLY, M.R.—This is an application by the Incorporated Law Society, to strike one of the solicitors of this Court off the rolls, or at least to suspend him from practising as such for some time, to be fixed in the discretion of this Court. Counsel who appeared for Mr. Brutton endeavoured to put this on the footing of a mere deficiency to pay the balance of an account between him and his client, and referred to several cases to show that the Court will not allow this species of process to be adopted for the purpose of compelling payment of the balance of an account taken between a client and his solicitor. But I think this case presents a much graver aspect. It is a charge, either substantiated by affidavits or not denied, to this effect—That a large sum of money was entrusted to Mr. Brutton, partly as solicitor, and partly as one of the trustees of a deed of November 2, 1864, and of a deed of March 20, 1865; that Mr. Brutton received this money in that character, that he misapplied a considerable portion of it for his own purposes, and that he concealed this fact from Lady Dundonald by false accounts and misrepresentation, that when a bill was filed against him and his two partners, (who were certainly innocent of any personal misapplication in the matter), and which bill required them to make good the amount due, he did not appear to the bill, which he allowed to be taken *pro confesso* against him; thereby admitting the truth of the very damaging charges made in it as against him; and that he allowed the whole brunt of the loss to fall upon his co-partners, and made no attempt to repay the amount so due to the Earl of Dundonald. The charge goes on to state that after this the suit occasioned by his misconduct was compromised by the payment by his two partners of a sum of £1,000 in two instalments, together with the costs of the suit. This charge seems to me to

be fully established in the affidavits and papers before me both in the suit of *Dundonald* v. *Masterman*, and on the petition now before me. I think this is a very different case from that of Mr. Hook (*sup*). It is moreover a case in which Mr. Brutton has made no reparation personally to anyone, certainly not to his late partners, Messrs. Masterman & Upfill, who, so far as he is concerned, were wholly innocent. It is true that this petition is not presented by his late partners or by Lord Dundonald, but it is not on that account the less necessary for this Court to take notice of the matter when properly brought before it. I think it right to state that in my opinion it was the duty of the Incorporated Law Society, who have done much to promote the honour of the profession, and the benefit of whose services has extended beyond their own branch of the profession, to bring this case before the notice of the Court. It was suggested that they have delayed unduly doing so, but I am of an opposite opinion. Mr. Brutton took out no certificate from November, 1867, to November, 1868, when he renewed his certificate to November, 1869. But from that time till January last he had no certificate. In January last he applied for an order enabling him to renew his certificate. The order was made, but with a reservation, showing that the judge did not consider that he was determining anything as to the propriety of his remaining on the roll of solicitors.

As, therefore, it was not until January last that his intention to re-commence business was established, and as no reparation was made, or attempted to be made, by him up to that time, I think that the delay in the presentation of this petition was a reasonable and proper delay, showing no desire of pressing hastily or unduly on Mr. Brutton. I have taken the whole matter into consideration, and I think that in the due exercise of my discretion the mildest judgment that I can pronounce upon him is, to suspend him from practising until the end of Hilary Term, 1874, but I will reserve liberty to him to apply in the meantime, in case it shall appear that circumstances may have occurred which may entitle him to any relaxation of this term.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

June 20.—*Key* v. *Coltson.*

Judgment summons—Committal—"Inability to pay."

This was an application on a judgment-summons to commit the defendant to prison for non-payment, he having now, or having had since the judgment, the means to pay.

Mr. Taylor, the plaintiff's attorney, said he applied for a committal on the ground that the defendant was, through his wife, entitled to a reversion amounting to several hundreds of pounds on the death of his wife's mother. This reversionary interest was of a saleable character and not being left for the wife's separate use, the defendant had the power to deal with it as his own. He had undoubtedly the power to raise this small sum (about £9), and he (Mr. Taylor) thought his Honour could take that fact as bringing the defendant within the meaning of the "Debtors' Act" as a judgment-debtor having the means to pay. The executor under the will of defendant's wife's father having deposed to the defendant's reversionary interest as stated.

Mr. PITT TAYLOR said he could not commit on evidence of prospective means to pay. A wife's reversion was too remote and uncertain to be the grounds for committing her husband to prison. More direct evidence of defendant's means to pay must be produced before he could be committed. There would, therefore, be no order.

APPOINTMENTS.

Mr. GEORGE PHILLIPPO, barrister-at-law, has been appointed a Puisne Judge of the colony of British Guiana. Mr. Phillippo was called to the bar at the Inner Temple in January, 1862, and gained a certificate of honour at the Council of Legal Education's examination in that term. At the end of last year he was appointed Attorney-General of British Columbia, which office becomes vacant. The Puisne Judgeship of British Guiana, to which he has now been appointed, is worth £1,500 per annum.

Mr. ARTHUR JOHN TALBOT, solicitor, of Newtown, Montgomeryshire, has been appointed Clerk to the Magistrates for the divisions of Newtown Upper and Llanidloes Lower, and Registrar of the Newtown County Court, in succession to the late Mr. George Woosnam, to whose practice he has also succeeded. Mr. Talbot was admitted in 1864 and was lately a member of the firm of Cooke & Talbot, Gray's-inn. [The statement in last week's *Solicitors' Journal* to the effect that Mr. David Pugh had been appointed registrar of the Newtown County Court was incorrect.]

Mr. JOHN SALMON, solicitor, of South Shields, Durham, has been appointed Union Clerk to the South Shields Board of Guardians, in succession to his father, Mr. Thomas Salmon, deceased. Mr. Salmon was certificated in 1847.

Mr. JOSEPH HARKER, solicitor, of Poole, has been elected an Alderman of that borough, *vice* Harris. Mr. Harker was certificated in 1858, and fills the office of Mayor of Poole for the current year.

Mr. THOMAS TURNER, of Leeds, has been appointed a Commissioner to administer oaths in Chancery.

Mr. JOSEPH GERRARD, of Bolton, Lancaster, has been appointed a Commissioner to administer oaths in Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 16.—The *Lunacy Regulation Amendment Bill.*—The Lord Chancellor, in moving the second reading of this Bill, explained that its object was to afford protection to persons who were temporarily afflicted with imbecility. On more than one occasion he had experienced a difficulty in dealing with such cases, because the persons were not so bad that a commission of lunacy should be issued. Under this Bill the Lord Chancellor would have power to deal with the management of the property of such persons, and to secure its temporary character the Bill provided that no order should be made for a longer period than six months. By one clause it would be necessary for the Commissioners in Lunacy to visit each patient twice a year, and at such other times as the Court should appoint. The Bill was read a second time.

Landlord and Tenant (*Ireland*) *Act*, 1870, *Amendment Bill.*—Lord Cairns moved the second reading.—The Lord Chancellor thanked Lord Cairns for suggesting a means of obviating a not inconsiderable difficulty. Contrary to the notion that prevailed in some quarters, this Bill did not express any opinion upon the legal point that had arisen in one of the Courts in Ireland. Its object was simple, and its clause was neatly arranged.—Lord Cairns said he had avoided making any reference in the Bill to what had occurred in Ireland, as to which he had only imperfect information. Whatever had been said, it was clear there was much anxiety in the minds of persons in the northern part of Ireland, and it was proper that their doubts should be removed by legislation.—Lord Lurgan said the Bill would be approved by all who were tenants under the custom of Ulster.—The Bill was read a second time.

June 19.—The *Declaration of Paris.*—The Earl of Denbigh presented petitions numerously signed from Manchester, Birmingham, Newcastle, and other places, praying that an address may be presented asking her Majesty to issue a declaration that she is not and never has been bound by the Declaration of Paris, and that that document is null and void. He recounted the history of the Declaration, and having argued that its stipulations were contrary to the interests of Great Britain, proceeded to contend that the declaration not being an agreement or treaty, was not binding. "1. Because a treaty can be made only by authority of the Sovereign, and the British Plenipotentiaries who signed the Declaration of Paris had no authority for that purpose from the Queen of England. 2. Because no document is a treaty till it has been ratified by the Sovereign and the Declaration of Paris has never been ratified by the Queen. 3. Because the Declaration of Paris affects to change the law of England, and no treaty changing the laws of England is valid without the consent of Parliament, and the Declaration of Paris has never been assented to by Parliament. 4. Because the Declaration of Paris affects to change not the conventional, but the permanent and immutable law of nations, to change which is beyond the competence of Parliament or of any other human authority. 5. Because a treaty must profess itself a treaty, which the Declaration of Paris does not, but describes itself as a

'declaration adopted' in order 'to introduce into international relations fixed principles' on maritime law, 'and 'to establish an uniform doctrine on so important a point;' while, in fact no uniform doctrine has been established, the United States, Mexico, and Spain not having adopted the Declaration of Paris. 6. Because a treaty must contain reciprocal and equivalent obligations—that the only equivalent, so far as Prussia and Russia are concerned, for the surrender of our power, which is purely maritime, would be surrender of their power, which is purely military. 7. Because, though it has been alleged that the abolition of privateering was an equivalent for the surrender of our right to seize enemies' goods in neutral vessels, privateering has not been abolished, being avowedly retained by Spain, Mexico, and the United States." Lord Eldon, in 1801, said: "The right of searching neutral vessels originated in the rights of nature, and no convention or treaty can permanently destroy that right." And Lord Nelson, in the same year, narrated a conversation with the Crown Prince of Denmark, to whom he had said: "Suppose that England were to consent, which she never will, to this freedom and nonsense of navigation, I will tell your Royal Highness what the result would be—ruination to Denmark, and the Baltic would soon change its name to the Russian Sea." Sir W. Scott, moreover, declared a military war and a commercial peace to be a state of things not yet seen in the world, and Sir John Nicholls, King's Advocate, in an argument before Lord Kenyon, said, "There is no such thing as a war for arms and a peace for commerce." He asked if the Declaration had ever been ratified by her Majesty in Council, and cited from Vattel, to show that treaties pernicious to the State are void.—Earl Cowper replied, on behalf of the Government, that the Declaration had never been ratified by her Majesty in Council, but that they did not on that account consider themselves at liberty to repudiate it. The question of the treatment of neutrals had often been debated in Parliament, particularly fifteen years ago, when this Declaration was drawn up, and it was not necessary for him to argue the matter. It had been shown that during the 150 years prior to 1856, thirty-four agreements were entered into between this country and other Powers, in all but three of which it was provided that free ships should make free goods.—The Earl of Malmesbury did not regard the Declaration as a document of as sacred a character as a ratified treaty. Sir George Lewis admitted at the time that if we were at war with any of the parties to it, it would cease to be binding as regarded that belligerent, while the late Lord Derby went so far as to declare that England had cut off her right hand, and called it the Capitulation of Paris. At the same time Lord Derby held that all the Powers which had subscribed to it, and had not since disavowed it, were morally bound by it. It was impossible, however to believe that if we were at war with some maritime Power, and met with a disaster at sea, we should adhere to the Declaration, instead of making use of those private ships which we possessed above all other countries.—Earl Granville, without arguing the questions already settled, would simply protest against the doctrine that we were at liberty, though we ourselves had been protesting against similar conduct, to say that whenever an international declaration by which we were bound in honour was inconvenient we would immediately withdraw from it.—Lord Colchester was surprised Earl Cowper referred to the long series of treaties by which that right had been waived in former times. In all these treaties, with scarcely an exception, if we abandoned the principle of seizing enemies' goods in neutral ships, we claimed in return that of seizing neutral goods in enemies' ships, a very different thing from the unconditional surrender of our right at the Treaty of Paris. Usually any concession to which two Powers agreed, as to the limitation of their rights in time of war, put each, at least as belligerents, on the same footing as his enemy. But here our obligation was to the neutral, not to the belligerent. If he rightly understood the case, under the present law, if we were at war with America, who had not been a party to the declaration, America could seize our goods in French or Russian bottoms, while we, bound by this Treaty, could not seize American property in the vessels of any nation which was a party to the Treaty. But it was not only in the interest of England that the Treaty was open to exception. Mr. J. S. Mill stated a few years ago his opinion that it was most objectionable in the general interest of the freedom of the world. He saw that it was a measure weakening the force of naval Powers, a force seldom formidable to national independence, and thereby strengthening military Powers, whose force was often extremely formidable to the rights of others. He feared that under present circumstances England could not shake off the encumbrance of that obligation; but he trusted that if international treaties were once more to be modified—if other Powers desired to be relieved from any "of the treaty obligations binding on them," we might endeavour to obtain a modification of an agreement, injurious, he thought, to the power of England, and injurious also to the highest interests of the world. The subject then dropped.

House of Lords Appellate Jurisdiction Bill.—Lord Westbury moved the second reading. He desired with a view of restricting the appellate jurisdiction of their Lordships' House, that when a case had been once decided, and that decision had been confirmed in a court below upon appeal, no further appeal should, except in special cases, be permitted. During the last four years the number of appeals from Scotland had exceeded those from England and Ireland together, and among these appeals there would be found litigation of the most trifling, frivolous and vexatious description. Not only, therefore, ought they to take care that the time of their Lordships, which would be of great value in the determination of the most important appeals which awaited their decision from other portions of the Empire, should not be wasted on trifling appeals from Scotland; but some relation, at all events, should be preserved between the value of the property in dispute and the expenses of the appeal. The fees in their Lordships' House were moderate enough, but the cost of preparing the appeal, the printing, and carrying the case through could certainly not be less, as a rule, than £800; and no appeal ought, therefore, to be allowed as a matter of course to their Lordships' House unless the value of the property in dispute amounted to at least £1,000. It had been said by some one that law was a luxury, and undoubtedly it was a luxury if one had to pay for it the large sums he had mentioned. But if it were a luxury, it ought to be restrained by some sumptuary law, by some law founded upon considerations of public good and general expedience. Even if the bill could not be proceeded with this year, he hoped that it would be allowed to pass the second reading, so that the subject might be carefully considered with a view to legislation next session. —The Lord Chancellor was afraid this was not the only evil connected with their Lordships' jurisdiction, and therefore he was glad Lord Westbury had brought forward this Bill rather as a subject of discussion than with a view of passing it during the present Session. There could be no reasonable objection to that portion of the measure which related to the limits of amount. It would contribute to the welfare of all suitors if a reasonable limit of amount were imposed in regard to carrying cases to the Court of ultimate Appeal. In a country like this, where legal tribunals were so numerous, a Court of ultimate Appeal was necessary, but owing to a variety of causes, the present machine was far too cumbrous for the discharge of the ordinary duty of determining cases in which no great question of principle was involved. In County Court and Bankruptcy cases, as well as those under the Winding-up Acts, there was a limit on appeals in regard both to amount and time. This was justifiable on principle, and it would be desirable to apply similar regulations to appeals to the House of Lords. In regard to the second appeal, however, he did not entertain so favourable an opinion. If an intermediate appeal were allowed at all, he doubted whether it would be expedient to say that when a Court of Appeal had affirmed the decision of the Court of First Instance there should be no further appeal, except with the leave of the Court which last determined the case. In fact, there were instances of the decision of the Court below, although confirmed by the intermediate Court of Appeal, being overruled by the House of Lords. Then it was worthy of consideration whether the time for appealing ought not to be abridged, and also whether a suitor in the House of Lords ought to be allowed to conduct his own case. Much time was usually wasted by suitors who pleaded their own cases, and great injury was done to themselves. Such persons took a prejudiced and sanguine view of their own cases, and were often induced to come to their Lordships' House, although they would probably refrain from doing so if they obtained the advice of an intelligent solicitor. One gentleman, the author of several able novels, successfully pleaded his own cause; but with this solitary exception he could not remember a single case of a suitor who pleaded for himself gaining the victory.

Their Lordships, sitting as a Court of ultimate Appeal, had a right to be assisted by counsel, and to have the cases brought before them argued in the best possible manner. In the last place, an appeal to the highest Court should be as much as possible confined to matters of law, just as an appeal to a superior Court of Common Law was when the facts of the case had been decided by a jury. Even on the motion for a new trial, the facts were dealt with only as they bore upon the question whether there ought to be a new trial or not. Means could be devised by which the facts could be separated from the law and decided by the Court below, and the highest Court left to adjudicate on the law alone. He was glad Lord Westbury did not mean to press the bill this session, but he approved cordially the principle of the first part of it.—Lord Chelmsford was glad there was nothing in the appeal business of the House of Lords which rendered the passing of this bill an urgent matter, for the House had now entered upon the causes which had been set down this year, and it was possible that the list might be disposed of before the recess. It was important to prevent, if possible, frivolous and vexatious appeals, not only for the sake of maintaining the dignity of the House, but also to save litigants themselves from ruinous expenses. He doubted, however, whether the best way of preventing these appeals was to fix a pecuniary limit. At all events, if such a principle were adopted, great care must be taken not to fix the sum too high, because, while £1,000 or £500 might be an insignificant sum to one person, the principle involved might be important to another, and the Courts might have decided against him upon a question of law upon which probably there might be a divergence of opinion in the profession. In such a case it might be wrong to deny the opportunity of an appeal by fixing an unchangeable pecuniary limit. It was also important to take care that cases of great importance were not prevented reaching the House; and by way of illustration he would instance an insurance case, in which an action waf brought upon a policy against an underwriter who was only one of several responsible for the total amount insured, which might be several thousand pounds. Before 1747, a person appealing to this House was bound to find proper security; but in that year the requirement was abolished by order, and a person was able to appeal upon entering into his own recognisances. It seemed to be the object of that rule not to check appeals, but to facilitate them by increasing the opportunities for entering them.—Lord Westbury said that security might be taken for cost.—Lord Chelmsford said that was a large security because the costs were considerable; but he only mentioned the matter as one for further consideration. As to preventing an appeal to this House in a case in which the judgment of an inferior Court had been already affirmed by a Court of Appeal, the Court of Exchequer Chamber was a Court of Appeal from the Superior Courts, and it often happened there that judgments were affirmed by slender majorities, sometimes by a majority of one; and was it to be supposed that in such a case an appeal to this House was to be impossible? Perhaps it would be right to say that where the judgment of the Court below was unanimously approved by the judgment of the Court of Appeal, there should be no further appeal to this House.—Lord Colonsay said that while it was the duty of Government to protect life and property, it was right to limit the expenditure upon litigation. The reasons that had been assigned for such limitation were sound, and the sum to be fixed upon was a matter of detail. The Scotch were familiar with the principle, which was applied to limit appeals from their County Courts, and the limitation had given such general satisfaction that it was proposed to raise it, and a commission had endorsed the recommendation. There was so much that was hazardous in this proposal, that more time ought to be afforded for consideration, because at present there were great doubts as to its expediency. That the number of appeal from Scotland was so large was singular, considering the thrifty and patient character of the people of that country, but he thought it was explained by the fact that while they were not more given to litigation than the people of England, yet, when they engaged in a conflict of any kind whatever, they would not yield so long as they thought there was the slightest chance of success.—The bill was read a second time.

The *Burial Law Amendment Bill* passed through committee.

The *Lunacy Regulation Amendment Bill* passed through committee.

The *Landlord and Tenant (Ireland) Act* (1870) *Amendment Bill* passed through committee.

June 20.—The *Burial-Grounds Bill*.—Earl Beauchamp moved the second reading of this bill as one which would prevent any cause for acerbities at times when such feelings were peculiarly undesirable. In many rural parishes no burial-ground was provided for Dissenters, while many clergymen were under a misconception as to the common law rights of Dissenting parishioners, though they had certainly a right to burial in the churchyard. The bill proposed that any three ratepayers might appeal to the Home Secretary, who after enquiry migh require a board of guardians to provide a burial-ground or burial-grounds for persons not members of the Church of England within the union.—Earl Morley and Lord Portman objected to the bill as increasing local taxation.—The Marquis of Salisbury and the Bishop of Winchester suggested that it be referred to a select committee.—The bill was eventually read the second time and referred to a select committee.

The *Lunacy Regulation Amendment Bill*.—On the order for third reading of this bill, Lord Cairns took objection to it on the ground that it would make a new class of persons the subjects of lunacy jurisdiction. The jurisdiction which was to be created by the bill was one altogether unknown in this country.—The Lord Chancellor said the provisions contained in the bill were, he believed, much needed in those cases where a man, though not actually insane, was physically and mentally incapable of managing his own affairs, and the powers conferred were surrounded by ample safeguards.—The bill was read a third time and passed.

June 22.—*The Ecclesiastical Courts Bill*.—Earl Shaftesbury withdrew this Bill, there not being time for it this Session; he should re-introduce it earlier next year.—Earl Beauchamp read a statement from Messrs. Moore & Currey, proctors, pointing out that the expense of prosecuting the Purchas case, stated at £8,000, must, in a great measure have been incurred in whatever Court the case might have been tried, and could not therefore be ascribed solely to the present system.—Lord Romilly regretted the withdrawal of the Bill.—Some debate then took place upon the constitution of the Judicial Committee of the Privy Council in Ecclesiastical cases.—Lord Salisbury hoped that before these ecclesiastical judgments were made enforceable like County Court judgments, care would be taken to make the constitution of the tribunal more acceptable to the clergy who were to be governed by it. It was at present the only Court in the kingdom in which cases were decided by persons unlearned in the law. The judgments should be delivered *seriatim*, and the constitution of the Court should be fixed. At present the selection of the judges practically rested with the registrar; the constitution of the Court should be above suspicion.—Lord Granville explained the arrangements made for constituting the Court and securing the attendance of members.—Lord Cairns denied that this tribunal was in any sense packed.—The Lord Chancellor said that neither the registrar nor anyone else had the power to select the members of the Judicial Committee who were to decide any particular cause. It was desirable that a Court of Final Appeal should pronounce a collective judgment, so that there might be no cavil as to the authority of the judges.—The Archbishop of Canterbury said that though a great deal of clerical agitation was directed against the constitution or the Court, he did not desire to see any change in its constitution.

HOUSE OF COMMONS.

June 16.—*Salaries of Chancery Chief Clerks*. In Committee of supply on the question that a sum be granted to complete the vote of £176,202, to defray the charge for such salaries and expenses of the Court of Chancery as were not charged on the Consolidated Fund,—Mr. Hunt, as Chairman of the Committee on Public Accounts, wished to call attention to a matter which had transpired, in the course of their investigations. It appeared that notwithstanding the Act passed in 1869, that the Treasurer was to be a party to all alterations of salary in connection with the Court of Chancery, the Lord Chancellor under previous Acts claimed the right to make alterations without the consent of the Treasury. The salary of a Chief Clerk of one of the Judges in Chancery had been increased from £1,200 to £1,500 a year, without the three years' probation required by one of the Acts. It was pointed out to the Lord Chancellor that a subsequent Act had been passed

which in view modified the operation of the previous Act allowing the increase of salary without any probation whatever, and it was stated that in a certain case a clerk had his salary raised from £1,200 to £1,500 a year after a fortnight's service, on the certificate of the Judge that the clerk had discharged his duties to his entire satisfaction. That was a great scandal. The Lord Chancellor, however, gave reasons why the proceeding might be defended if a competent person could not be obtained at less than the *maximum* salary. But in that case the Lord Chancellor ought to get an Act passed to increase the salary of Chief Clerks.—Mr. Sinclair Aytoun said that 15 & 16 Vict. c. 80, empowered the Lord Chancellor to direct that the salary of any Chief Clerk might be increased from time to time until it amounted to £1,500, providing no such increase was given until the Chief Clerk had been in office three years, and had obtained a certificate that he had conducted himself to the satisfaction of the Judge, the increase to be by annual sums of £100. By 23 & 24 Vic., cap. 48, sec. 12, the Lord Chancellor was empowered, upon certificate of the Judge, to order that the salary should be increased to the full amount in a somewhat different manner. The Lord Chancellor took the view that by 23 & 24 Vic. he was enabled to increase the salary without any probation whatever. The opinion of the Controller and Auditor General however, was different, and was to the effect that the Lord Chancellor might, on the proper certificate, make the entire increase, not by separate hundreds running over a period of three years, but at once, after a probation of three years, and that appeared to him the correct view. It appeared monstrous to argue that a clerk, if he obtained the required certificate, might have his salary increased to the full amount after only 14 day's service.—The Chancellor of the Exchequer said he should take care that enquiries should be instituted into the matter, and he might say that he would do so with the utmost confidence, as there was no one more willing to listen to reason that the present Lord Chancellor, or one more anxious for the good of the public service. The vote was agreed to.

The Life Assurance Companies Act (1870) *Amendment Bill* passed this committee.

The *Lottery Acts*.—Mr. Charley moved that the provisions of the Lottery Acts ought to be impartially enforced by the Government against illegal lotteries, irrespective of their objects, in all parts of the United Kingdom. He adduced instances of Roman Catholic lotteries.—Mr. Bruce observed that Mr. Charley said "impartially" but his arguments meant "indiscriminately." The Government would always prosecute promptly in the case of lotteries started for gain or swindling purposes. Where the purposes were religious or educational the case was one for a warning rather than an immediate prosecution. He admitted that many charitable lotteries appealed largely to the desire of gain. All he claimed was the freedom on the part of the Government of discriminating between good and bad lotteries. He did not think it was the duty of the Government to pursue any other course.—Mr. Newdegate argued against such a wide discretion as that claimed by Mr. Bruce. Why should not the law be enforced against Monastic institutions.—Mr. McLaren said Mr. Bruce interpreted the law more widely than the Attorney-General had done three years ago.—The motion was negatived by 60 to 33.

June 19.—The *Army Regulation Bill* passed through committee.

The *Trades' Unions Bill*.—On the consideration of the Lord's amendments to this Bill,—Mr. Bruce said, with regard to this bill, which settled the civil status of Trades' Unions, the Government accepted all the amendments made by the Lords, which did not interfere with the principle of the bill, and were, indeed, intended to give effect to it.—The Lords amendments were then agreed to.

The *Criminal Law Amendment* (*Violence, Threats, &c.*) *Bill*—On the consideration of the Lord's amendments to this Bill,—Mr. Bruce said only one of these amendments was important. The great object of the bill was to define the offences committed by any body of workmen more accurately than they were defined by the Act of George IV. The offence of molestation was difficult to define, but the principle adopted was that, under this head, there were offences, which, without amounting to actual violence, were serious offences, though the mere moral influence which one man might exert over another, even for an act which society generally would not approve, did not call for criminal punishment. The proposal of the Government was that when one person, with two or more others, watched or beset a man's house, they should be subject to the penalties of the Act. The Lords had struck out the words "two or more," that one man besetting or watching another with a view to coerce would now be subject to punishment. That amendment infringed one of the main principles of the bill. He therefore proposed to insert the words "with one or more persons."—After some debate the proposal of the Government was negatived by 147 to 97.—The rest of the Lords' amendments were then agreed to.

The *Merchant Shipping Bill* was withdrawn, Mr. Chichester Fortescue saying he should introduce a short bill containing the clauses relating to the protection of life and property at sea.

The *Life Assurance Companies Act* (1870) *Amendment Bill* was read and a third time and passed.

The *Ecclesiastical Dilapidations Bill* passed through committee.

June 20.—The *Charities, &c., Emancipation from Rating Bill*.—Adjourned debate on second reading. The bill was thrown out by 116 to 68.

The *Benefices Resignation Bill* was read a third time and passed.

June 21.—*Sale of Liquors on Sunday Bill*.—Mr. Rylands moved the second reading, which was eventually carried by 147 to 119.

June 22.—The *Elections* (*Parliamentary and Municipal*) *Ballot Bill*.—Order for committee.—Mr. G. Bentinck proposed to move an instruction to the committee to make provision, for better prevention of bribery and corruption; but the Speaker ruled that the instruction was unnecessary. —Mr. Lowther then moved an instruction to the committee to fill up the four vacant seats of Beverley, Bridgwater, Sligo, and Cashel; this was opposed by the Government, and, after a hot debate, was negatived by 254 to 145.—Mr. Cross then moved the rejection of the bill, and the debate was ultimately adjourned.

OBITUARY.

MR. H. PINNIGER.

Mr. Henry Pinniger, solicitor, of Westbury, Wilts, died at that place on the 15th June, in the 77th year of his age. Mr. Pinniger was admitted in 1817, and held the offices of clerk to the magistrates of the Westbury division, registrar of the Westbury County Court, and clerk to the commissioners of land and assessed taxes for the Trowbridge division. He was formerly in partnership with his son, Mr. Henry William Pinniger, B.A., of Pembroke College, Oxford, who is town clerk of Westbury, an office formerly held by his father. The late Mr. Pinniger was also clerk to the guardians of the Westbury Whorwells-down Union, and to the trustees of turnpike roads in that district. He was a member of the Justices' Clerks' Society, and of the Solicitors' Benevolent Association.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

In the honour list, published after the Final Examination in Easter Term, Mr. Henry Saxelbye is described as having served his clerkship to Messrs. Saxelbyes & Sharp, of Hull, and Mr. F. W. Blake, of London. It should have been stated that he served his clerkship to Messrs. England, Saxelbye, Roberts, & Sharp, of Hull, and Mr. Francis William Blake, of London.

LAW STUDENTS' DEBATING SOCIETY.

On Tuesday, the 20th June, the question discussed was No. 479, Legal—"Does a covenant in a lease by a lessee not to assign without license bind his assigns when they are not named in the covenant?" Mr. S. Woolf opened the debate in the affirmative, and the question was ultimately so decided.

The *Times* says that a marriage has been arranged between Lord O'Hagan, the Lord High Chancellor of Ireland, and Miss Towneley, the youngest daughter of Colonel Towneley.

COURT PAPERS.

COURT OF CHANCERY.

CAUSE LIST.

After Trinity Term, 1871.

Before the LORD CHANCELLOR and the LORDS JUSTICES.

Appeals.

1870.

Tyler v Yates appeal of deft. J. C. Dicker (S.—Feb. 1)
Tyler v Yates appeal of deft. F. Yates (S.—Feb. 3)
The Imperial Mercantile Credit Association (Limited) v Chapman appl of deft Kelson from order on demr pt hd (M.—Feb. 13)
Peter v Nicolls appl of deft from order on demr (S.—March 3)
Boyd v Petrie (R.—March 6)
Bahre v Murrieta (R.—March 6)
Phillips v Homfray, Fothergill v Phillips (S.—March 9)
Touche v The Metropolitan Ry. Warehousing Co. (Limited) (S.—March 13)
Tomkins v Colthurst (M. March 15)
Pilcher v Rawlins appeal of defendant Lamb (R.—March 17)
Wright v Pitt (M.—March 18)
Stedman v Stedman (R.—March 20)
Pilcher v Rawlins appeal of defendant Ward (R.—March 23)
White v Simmons appl of pltff from order on demr of deft Henry Simmons (S.—March 25)
White v Simmons appl of pltff from order on demr of deft W. T. Cooke (S.—March 25)
Barker v Barker (R.—March 25)
Brealey v Steuart (R.—April 20)
Osborn v Osborn (S.—April 24)
Bate v Robins (R.—April 26)
Rolland v Hart (R.—April 27)
Payne v Dicker appl of defts W. Justice and C. Furber (S.—May 1)
Robertson v Fraser appl of pltffs (S.—May 5)
Robertson v Fraser appl of defts W. J. Fraser and J. Warren (S.—May 4)
Williams v Haythorne, Williams v Williams (S.—May 6)
Pemberton v Barnes (M.—May 10)
Ward v Ward (M.—May 18)
Hudson v Taylor (R.—May 27)
Clarke v Ellis (S.—May 29)
Hobson v Bass (S.—May 30)
Bate v Robins (R.—May 31)
Macbryde v Eykyn (M.—June 2)
Hunter v Walters, Curling v Walters, Darnell v Hunter (M.—June 7)
Williams v Haythorne, Williams v Williams (S.—June 9)
Land Credit Co. of Ireland v Lord Fermoy (R.—June 10)
Nelson v Thompson (R.—June 13)

Before the MASTER OF THE ROLLS.

Causes

Set down for hearing previous to the Transfer.

Carter v Robinson exons for insufficiency
The London and Colonial Co. (Limited) v Elworthy m d
Atherley v The Isle of Wight Ry. Co. and City Bank m d (July 1)
Lloyd v Thomas m d, wit before examiner
Barrett v Mulberry f c
Tanner v Mason m d (wit before examr)
Simon v Owen m d (V C M.)
Deeks v Bayley c, with wits (V C B.) day to be fixed
The Mayor, &c., of London v Sandon c, with wits
Hay v Bates c, with wits (day to be fixed)
The Mayor, &c., of London v The Metropolitan Ry. Co. c (transferred from V C Bacon by special order) 24 May
The Metropolitan Ry. Co. v The Mayor, &c., of London c (transferred from V C Bacon by special order) 24 May
Connop v Hodgson c, wit

Remaining Causes transferred from the Books of the Vice-Chancellors Sir R. Malins and Sir J. Bacon, by Order dated 3rd May, 1871.

Rennie v Morris c, with wit V C B Set down Aug 31, 1870
Sterry v Combs m f d V C M Dec 30
Wills v Bourne m f d V C M Jan 10, 1871
Weston v Ligertwood m f d V C M Jan 12
Wall v De Gruchy m f d V C M Jan 12
Grech v Oram m f d V C M Jan 16
Chabord v The New Russia Co. (Limited) c V C M Jan 16
Dixon v Lamare m f d V C B Jan 17
Gibbs v Mackintosh m f d V C M Jan 23
Jackson v Ward c, wit V C B Jan 23
Baghott v Watson m f d V C M Jan 25
Haigh v Kaye m f d V C M Jan 25
Peek v Gurney c V C B Jan 25
Simcox v Parker m f d V C M Jan 27
Price v Edwards m f d V C M Jan 27
Nalder v Lautour m f d, wit V C B Jan 27
Neely v Fluker c, wit V C B Jan 28
Surtees v Surtees m f d V C B Jan 28
Attorney-General v The borough of Cambridge m f d V C B Jan 28
Gray v Ridgway c, wit V C B Jan 31
Hanson v Fisher m f d V C B Feb 3
Sweetman v Bentley m f d V C B Feb 3
Farrer v Savile m f d V C B Feb 3
Sutton v Wilders m f d V C M Feb 6
Foster v Mallard m f d V C B Feb 6
Blythe v Marks c V C B Feb 7
The Belgian Public Works Co. (Limited) v Grant c, wit V C M Feb 8
Price v Price c V C M Feb 9
Wood v Mercer m f d V C M Feb 11
The North Staffordshire Railway Co. v The Tunstall Local Board of Health m f d V C B Feb 14
King v Rippingdale m f d V C B Feb 15
The Governors of St. Thomas's Hospital v The Metropolitan Board of Works m f d V C B Feb 16
Coulthard v Coulthard m f d V C B Feb 16
Smith v Smith m f d V C B Feb 16
Peek v Larsen m f d V C B Feb 17
Evans v Buffen c V C B Feb 18
Dennett v Burnett c V C B Feb 18
Hawkins v Ransom m f d V C B Feb 18
Lovell v Parker m f d V C B Feb 18
Crips v Wickham m f d V C B Feb 18
Hancock v Clavey m f d V C B Feb 23
Gladstone v Duke of Newcastle m f d V C B Feb 27
Littlewood v Ownsworth m f d V C B Feb 28
Christie v Christie m f d V C B March 1
Briggs v Hay m f d V C B March 1
Mitchelson v Thompson m f d V C B March 6
Challis v Stevens c V C B March 6
Monk v The Northampton Improvement Commissioners m f d V C B March 8
Mellor v Manley m f d V C B March 15
Jones v Langford m f d V C B March 15
May v Stephens m f d V C B March 15
Lingen v Burney m f d V C B March 17
Hardy v The Metropolitan Land and Finance Co. (Limited) m f d V C B March 20
Howell v Broad m f d V C B March 20
Newbold v Ellis c V C B March 20
Calthrop v Buckston m f d V C B March 23
Sugden v Olding m f d V C B March 24
Jones v Goulding m f d V C B March 24
Gatty v Pawson c V C B March 24
Tumbridge v Care c V C B March 28
Wakeford v Jay c, wit V C B March 29

Causes set down since the Transfer.

Roberts v Blair c pro confesso against defendant William Carr
Pegg v Pegg, Pegg v Pegg f c
Cosens v Griffis f c
Beckett, Bart. v The Boro' of Leeds f c & sums
Green v Wood sp c
Hartland v Murrell f c
Haywood v Ostcliffe m f d
In re Carlton's Estate and Vaughan v Shailer f c
Keyes v Crofts f c
Roper v Holloway m f d
Neate v Beams m f d
Fowell v Dewing sp c
Cardinall v The Mistley Thorpe & Walton Ry. Co. m f d
Jefferson v De Rosaz f c
Blaxland v Cripps f c
Graham v Paternoster f c
Hacker v Allen f c
Wright v Greenwood f c
Bartlett v Rees m f d
In re Powell's Estate, Hicks v Black f c
Campbell v Oblein f c
Shelley v Shelley c
Scripp v McCreath f c
Webb v Tyler m f d
Vansittart v Osborne c
Johnston v Willis m f d
Hilton v Patman f c
Harrison v Knight m f d
Young v Bliss, Young v Barreto f c
Turner v Turner m f d
Mickleburgh v Dobie f c
Rodick v Baker f c
Trubridge v Lee f c
Creed v The Southwark Bridge Co. f c & sums
Stevens v Stevens m f d
In re Mark's Estate, Hume v Hume f c
Ward v Ingpen f c
Inglis v Hill m f d (short)
In re Ransom, Brewtey v Crandon f c
Challacombe v Irwin m f d
Harding v Tyler m f d
Shepherd v Stansfield f c
Bourdillon v Collins f c
Evans v Coliins m f d
Penny v Lowndes f c
Perfect v Leslie m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Turner v Dymock dem
Gibbes v Pengilley m d
Shaw v Cooke c
De Montigny v Schmidt c, w
Dence v Dixon c, w
Hemming v Maddick m d
Nixon v Garstin f c
Powell v Riley f c pt hd
Allan v The United Kingdom Electric Telegraph Co. (Limited) c, wit (day to be fixed)
The Landed Estates Co. (Limited) v Weeding m d
Brutton v the Parish of St. George, Hanover-sq m d
Abbott v the Bakers and Confectioners' Tea Association (Limited) m d
Ashton v Hattersley m d
The Sheffield Improved Industrial and Provident Society (Limited) v Jarvis c

Lamb v Meryweather f c and sums to vary
Earl of Cork v Russell, Bart. m d
Whitby v Farmer f c
Cullen v Cullen f c (S O)
Carter v Smith sp c
Pennington v Pennington f c
Finlay v Kemp c, wit
Blount v The Conservators of the River Thames m d
Mather v Mather sp c
Whelan v Whelan f c
Tooth v Mort m d
Dent v The Ottoman Ry. Co. m d
Coventry v Morris f c
Bailey v Rolland m d
Lewis v Lewis m d
Petersdorff v Cook m d
Fraser v The Ottoman Ry. Co. m d
Sculthorpe v Tipper m d
Rodd v Pascoe sp c
Durnford v Durnford f cons. (1868.—D.—146)
Durnford v Durnford f cons. (1868.—D.—142)
Cruikshank v Duffin m d
Raithby v Hall c with witns.
The Official Liquidator of the Birmingham Banking Co. v Carter sp c
Deakins v Andrews m d
Gray v Gray c
Norfolk v Langley f c & sumns to vary
Pemberton v Neill m d
Pemberton v Marriott m f d
Hale v Hale m f d
Watt v Muirhead f c & sums to vary
Stacey v Simmons f c
Hill v Westmoreland c, with wits (day to be fixed)
Allen v Morgan m f d
Thrupp v Scruton c
Richardson v Houghton f c
Falkner v Cruttwell m d
Mayar v Mercer m d
Squires v Walker m d
Walker v Beckley m d
Vives v The Ottoman Ry. Co. c (transferred from VC Bacon, by order)
Chillingworth v Chillingworth m f d
Last v Drake m d
Hosford v Sugden m d
Kingdon v Dean m d
Redpath v Pettis m d
Attwood v Brown sp c
The North-Eastern Ry. Co. v Watson c
Jackson v The North-Eastern Ry. Co. m d
Price v Hutchinson c
Dooner v Tolley m d
Lean v Carrick c
Andrews v Woodward c
Wilson v Wilson (P.O.) m d
Jones v Jones m d
Wilkinson v Pocock c, w
Massie v Ray m d
Vint v Constable m d
The Staffordshire Joint Stock Bank (Limited) v Smith sp c
Swales v Kirk m d
Peakman v Harrison case on appeal from the Dudley County Court
May v Constable m d
Tomlinson v Kirkham f c
Gimblett v Perton re-hearing c f c
Dalton v Hodgson m d
Hiles v Ager m d
Melsome v Pinniger m d
Quick v Quick m d
Smith v Farrah m d
Holmes v Dudley, Holmes v Swinson f c
Boughton v Day f c
Freebury v Freebury m d
In re Moore's Estate, Eland v Moore f c, sums to vary
Hayne v Harvey m d
Hockenhull v Ray c
Philipps v Evans f c
Nicol v Chavasse m d
Baddeley v Vallance f c
Bower v Bower m d
Newbolt v Wright m d
Vickers v McEwen c
Greenwood v Ripley c
Godson v Pitman c
Cree v Foakes m d
Little v Moore m d
Birks v Silverwood case on appeal from The Doncaster County Court
Thickett v Shaw f c
Grace v Dutton m d
Champion v The Conservators of the River Thames c
Scholefield v Redfern f c
Leader v Pemberton m d
Anderson v Ludlam m d
Wray v Hunter c
Gibbs v Woollett f c
Rhys v Johnson f c
Wagstaff v Midland Ry. Co. m d
Harman v Derby c
Smallfield v Smallfield sp c
Swarbrick v Learoyd c, w
The Ecclesiastical Commissioners for England v Griffiths m d
Barling v Marsh m d
Cooper v Faulkner f c
Upton v Upton f c
The India China Tea Company (Limited) v Teede m d
Skelton v Ealand f c
Cronin v Twinberrow f c
Buchan v Buchan m d
Allen v Allen f c
Newill v Newill f c
Richards v The North London Railway Company c
Mackay v Douglas m d
Colyer v Colyer-Bristow m d
Lowe v Lowe m d
Wray v Metropolitan Railway Co. m d
Stockil v Booker m d
Stacey v The Tottenham and Hampstead Junction Ry. Co. m d
Smith v Grindley m d
Fielding v Strang m d
Millett-Davis v Heald f c
Steer v Steer f c
Broster v Jones m d

Before the Vice-Chancellor SIR JAMES BACON.

Causes, &c.

Hutchinson v Basham demr of deft Howard
Langham v Freeth exceptions for insufficiency
Robertshaw v Firth m d
Brunel v Brunel m d
Pearce v Scudds m d
Wedgwood v Denton m d
Lycett v The Stafford and Uttoxeter Ry. Co. m d
Highett v Dampier m d
Bleackley v Hall m d
Greene v The West Cheshire Ry. Co. m d
Dawson v Robinson sp c
Murray v Clayton m d & sums
Phipps v Berridge m d
Heyman v Dubios m d
Murchison v Batters m d
Smith v Gibson sp c
Hall v Hargreave c, wit (day to be fixed)
Earle v Appleyard m d
Kemp v The South Eastern Ry. Co. m d
Carter v Earl Ducie m d
Palmer v Flower sp c
Savage v Snell sp c as amended
Wade-Gery v Handley m d
Charlton v Charlton m d
Bond v Milbourn m d
Ramsey v Hooper m d
Sinnett v Herbert f c
Maurice v Pugh f c
The London & Paris Hotel Co. (Limited) v Mainwaring m d
Johnson v The Dudley & West Bromwich Banking Co. m d
Hayward v Penney m d
Ford v Foster m d
Hooper v Webb c, wit (day to be fixed)
Ridler v Dunn m d pro confesso against defendant, P. Dunn (wit before examiner)
Cadman v Cadman sp c
Hunt v Sidney f c
Wilson v Tucker m d
Chester v Chester f c
Anderson v Anderson m d
Williams v Pearn f c
Allan v Gott f c
Collins v Collins f c
Thompson v Hewitson f c
In re Woronzow Greig's Estate, Somerville v Greig f c
Williams v Stanger f c
Whitney v Smith f c
Wood v Hosford f c
Bigg v The Corporation of London m d
Beattie v Lord Ebury c, wit
Pickett v Packham f c
Hargreaves v Hall m d
Imray v Imeson sp c
Manning v Gill f c
Wight v Wight f c
Jarvis v Mitchell f c
In re D. Nutt's Estate, Nutt v Logie f c
Cook v Hart f c
Miller v Miller sp c
In re Andrew Marcon's Estate, Finch v Marcon f c and sums
Cole v Mann f c
Gompertz v Kensit m d
The Ramsden Mill Co. v Ramsden f c & sums to vary
Wadsworth v Johnson f c & sums
Gray v Seckham sp c
Pickering v Minto f c & sums to vary
Magrath v Morehead f c
Rolf v Smith f c
Moore v Harper, Harper v Harper f c
Merton v Brogden f c & sums to vary
Clarke v Smith f c
Thody v Jones f c
English v English f c
Lane v Brown f c
Mathews v Mathews, Gover v Mathews f c
Hudson v Johnson f c
Gillman v Bish m d
Stedman v Cockerill m d
Wilson v O'Leary f c
Wells v Hall f c
Tuesley v Jones f c
Bovill v Frost c, evidence viva voce at hearing
Brandon v Coleman c, pro confesso
Schofield v Schofield f c (short)
Brownjohn v Gale f c
Bemish v Hare m d
Preston v Mayor, &c., of Gt. Yarmouth, c
Mitchinson v Neale f c
Macdonald v Macdonald f c
Spilling v Skoyles m d
The Leicester Waterworks Co. v Gimson m d
Watson v Hasler f c
Fiddey v Gibbon f c
Vertue v Miller m d
Grove v Marshall m d
Meredith v Ruse m d
Bown v Stroud f c
Mackechnie v Marjoribanks f c
Sladen v Olliver f c
Savile v Kilner m d
Wilson v Lloyd m d
Levick v Noble m d
Harrop v Hirst m d
Thomas v Caddick m d
Constable v Turner m d
Kelson v Watts c
Breton v Gassiot m d
Weller v Hatherly f c
Forbes v Willliams c
The Agra Bank (Limited) v Northcott m d
Martin v Martin m d
Spencer v Spencer f c
Cameron v Somerville c
Kingston v The Cowbridge Ry. Co. m d
Prosser v Westmacott f c (sht)
Jakeman v Warner m d
Burr v Burr m d
Pudney v Stubbin f c
Hall v Ordish m d
Cooke v Hunt m d
Humphreys v Hodgson c
Garcia v Pochin c
Warner v Warner m d
Bigg v The Mayor, Aldermen, and Commons of the City of London m d
Buxton v Walker m d
Hunt v Pratt f c
Kent v Ingoldby m d
Irvine v Sullivan f c
Robinson v Barret c
White v Watkins c
Wooler v Wooler m d
Ruddock v Jones f c
Parker v Scott f c
Rippon v Titherington f c
Reed v Markcrow m d
Cooper v Lorenz m d

Before the Vice-Chancellor WICKENS.

Causes, &c.

Richardson v Dibb dem (July 1)
Nicholson v Catt dem
Pointon v Pointon dem
Haygarth v Wearing c, with wits pt hd
Orchard v Lake c, with wits
Mawson v Ingle c, with wits
Martin v Saunders m d
Harrison v Allen m d
De Rochefort v Dawes f c and petn
Moore v Craven c, with wit
Catt v Tourle c, evidence viva voce at hearing
Russell v Martin m d
Armstrong v Armstrong f c
Pearce v Carrington m d
Dalton v Dalton m d
Baker v Booth f c and sumns
In re Coragio's Estate, Baker v Coragio f c
Boys v Jones f c
Walker v Houghton f c
Brodrick v Hewby c
Miller v Campbell m d
Fowler v Scott f c
Taylor v Miller m d
Fry v Fry f c
Impey v Mayne f c
Bass v Adams m d
Surry v Slater m d
Ayre v Eager m d
Griffiths v Oakley c wit
Veley v Wells m d
Ashton v Corrigan m d

Cobbold v O'Malley f c
Faith v Emsley m d
Wildman v Newby m d
The Hampshire Banking Co v Moody m d
Rogers v Ellis f c
Parkin v Parkin m d
Bourdin v Greenwood m d
French v Mayhew m d
Atkinson v Robinson f c, & sums to vary
The London & South Western Ry Co v The Somerset & Dorset Co f c
Bond v Farmer m d
Quaife v Quaife f c
Pratt v Harvey f c
Torr v Thomas c, with wit
Vaughan v Botcherby re-hearing
Alexander v Shorland c
Savage v Tyers sp c
Hext v Gill m d
Soffe v Prince c
Kerry v Clarke m d
Muckalt v Muckalt f c
Martin v Royle f c
Jackson v Jackson (1865.—J.—70), Jackson v Jackson (1866.—J.—67) f c
Fisher v Johnson f c
Saull v Saull c
Jacobs v Rylance c, wit
Walker v Jersey Waterworks Co. (Limited) c
Alexander v Palmer m d
Chapman v Chapman f c
Fawcett v Billings m d
Allen v Mew m f d
Holland v Wood f c
Bianchi v Mackley c, wits
Russell v Tallerman c
Heffer v Lee c
Griesiell v Jackson m d with wits
Davies v Puzey f c
Smith v Hughes f c (short)
Walker v Lawton m d
Hopkins v Coleman c, pro confesso
Hobbs v Eve f c (short)
Mellersh v Faulkner m d
Barnard v Clark m d
Burke v O'Bryen m d
Flower v Flower m d
Stock v McAvory f c
Kennedy v Wickham m d
Allender v Allender f c
Beckwith v Beckwith f c
Harvey v Jannings c
Aburrow v Pink f c
Bennett v Partridge c
Wood v Wood sp c
Rapley v Walmsley m d
Paine v Price c
Gedge v Symons f c
Harbin v Masterman f c
Kitson v Kitson m d
Nesham v Selby m d
Holmes v Holmes m d
Packer v Page m d
Shelley v Lomax f c
Shelley v Maber m d
Battison v Hobson f c
Peinstan v Worsley c
Sherwin v Bodill m f d
White v White f c
Andrew v Andrew f c
Stafford v Stafford c

SURREY SUMMER ASSIZE, 1871.

ENTRY OF CAUSES.

Causes can be provisionally entered at the office of the clerk of assize for the Home Circuit, in London, on Monday, the 24th July, and daily thereafter until Saturday, the 29th July, inclusive, between the hours of ten and two.

They will be formally entered and put on the list at Croydon by the clerk of assize, in the order of their provisional entry, and before causes entered at Croydon.

In case any record entered in London be withdrawn before the opening of the commission at Croydon, the entry stamps will be returned.

A list of causes for trial each day will be sent to London in the evening of the previous day, and will be affixed outside the porter's lodge, Serjeant's Inn, Chancery Lane, and also outside the office of Mr. Abbott, the Under Sheriff, No. 8, New Inn, Strand, as soon as possible after the list can be arranged.

The first day's list will not extend beyond the 20th common jury in the list of clauses provisionally entered, should there be so many. The list of clauses provisionally entered may be seen at the London office of the clerk of the assize till two o'clock on Saturday, the 29th July.

No cause will be allowed to be entered under any circumstances after the sitting of the Court.

This arrangement may not apply to future assizes.

By order of her Majesty's judges of assizes.

THE LEGAL EDUCATION ASSOCIATION.

The following petition is intended to be presented to the House of Commons on behalf of members of the Inns of Court and Serjeants' Inn.

"To the honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the undersigned members of the Inns of Courts and Serjeants' Inn.

Sheweth,—That it is desirable in the interest of the legal profession and the public to place the general course of studies and the examinations preliminary to and requisite for admission to the practice of the law, in all its branches, under the management and responsibility of a legal university, to be incorporated in London, in the constitution of which the different branches of the legal profession should be suitably represented:

That the passing of suitable examinations in this university (or of equivalent examinations in the legal faculty of some other university of the United Kingdom) should be made indispensable to the admission of students to the practice of the bar, or to practice as special pleaders, certificated conveyancers, attorneys or solicitors:

And that the benefits of the course of study and examinations to be afforded by the university should be offered to all classes of students who may desire to take advantage of them, whether intending or not intending to follow the legal profession, in any of its branches, and whether members or not of any of the Inns of Court.

That the objects aforesaid cannot be fully accomplished without the authority of Parliament.

Your petitioners therefore humbly pray your honourable House to take such measures for the accomplishment of the objects aforesaid as to your wisdom may seem fit; and particularly that an Act may be passed enabling her Majesty, in the event of her Majesty being graciously pleased by her Royal Charter to incorporate a university for the purposes aforesaid, to provide by such Charter for such of the objects aforesaid as cannot now be accomplished by the sole authority of her Majesty.

And your petitioners will ever pray, &c."

Signatures are invited, and the petition lies for signature at the chambers of each of the undermentioned gentlemen:—Robert Campbell, 16, Old Buildings; Albert Dicey, 2, Brick Court; Kenelm E. Digby, Vinerian Reader of Law, University of Oxford, 1, Paper Buildings; Howard W. Elphinstone, Lecturer to the Incorporated Law Society, 6, New Square; F. Vaughan Hawkins, 7, Stone Buildings; T. Erskine Holland, 3, Brick Court; Charles H. Hopwood, 3, Paper Buildings; A. C. Humphreys, 31, Lincoln's-inn Fields; H. W. Lord, 10, Farrar's Buildings; J. C. Mathew, 2, Dr. Johnson's Buildings; F. S. Reilly, 2, Stone Buildings; Nassau J. Senior, 8, Quality Court; John Westlake, 2, New Square; Arthur Williams, 4, Harcourt Buildings; Arthur Wilson, 2, Paper Buildings.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 23, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92
Ditto for Account, July 5, 92
3 per Cent. Reduced 92
New 3 per Cent., 92
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80—
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 5 p m
Ditto, £500, Do — 5 p m
Ditto, £100 & £200, — 5 p m
Bank of England Stock, 4½ per Ct. (last half-year) 236
Ditto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	92
Stock	Caledonian	100	93½
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	41
Stock	Do., East Anglian Stock, No. 2	100	7½
Stock	Great Northern	100	126½
Stock	Do., A Stock*	100	137½
Stock	Great Southern and Western of Ireland	100	101
Stock	Great Western—Original	100	93⅝
Stock	Lancashire and Yorkshire	100	141¼
Stock	London, Brighton, and South Coast	100	53¾
Stock	London, Chatham, and Dover	100	17¼
Stock	London and North-Western	100	133¾
Stock	London and South-Western	100	97⅝
Stock	Manchester, Sheffield, and Lincoln	100	53
Stock	Metropolitan	100	76¾
Stock	Midland	100	130
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	43½
Stock	North London	100	120
Stock	North Staffordshire	100	65½
Stock	South Devon	100	6⅝
Stock	South-Eastern	100	87
Stock	Taff Vale	100	168

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets have been rather inactive this week, pending the introduction of a French loan. In the foreign markets French descriptions have been latterly improving in price.

The prospectus of the Beechlands Coffee Estates Company, Limited, has been issued. Capital, £75,000 in 7,500 shares of £10 each. The Beechlands Estate consists of about 800

acres, and the purchase price payable to the vendors is £25,000, three fourths of which is to be paid in cash and the remaining fourth in fully paid-up shares.

Subscriptions are invited to an issue of 3,000 first mortgage debentures, secured upon the whole property of the Minerva-hill Silver Mines Company, in the State of Nevada. The purchase-money is £480,000, half in cash, and half in paid up shares—half of this amount being applied to that portion of the purchase-money which is to be paid in cash, and the rest in providing additional stock and working capital. It is therefore proposed to issue these debenture bonds to provide for the money payments. They will bear 15 per cent. interest, and, issued at £100, they will be paid off at £125 in the course of three years. The subscribers, when paid off, will receive two shares fully paid up of £10 each, and then all profits will go to the shareholders.

The subscription list of the Mineral Hill Silver Mines Company, Limited, will be closed on Monday, the 26th, for London; and Tuesday, the 27th inst., for the country. The debentures are 9 and 10 premium, and the shares 7 and 8 premium.

The Attorney-Generalship of the colony of British Columbia has become vacant by the promotion of Mr. G. Phillippo to a Puisne Judgeship in the colony of British Guiana. The office is worth £800 per annum, and is in the gift of the Secretary of State for the Colonies.

The University of Oxford has conferred the degree of D.C.L. (by diploma) upon Mr. Montague Bernard, barrister-at-law, of All Souls' College, Chichele Professor of International Law and Diplomacy, in recognition of his services as one of the members of the Joint High Commission which negotiated the Treaty of Washington.

It is stated that the costs of the *Voysey case*, for which the Archbishop of York made himself personally responsible, exceed £2,400. Towards this £1,170 have been subscribed, and there will be a great deficit, although Mr. Voysey was condemned in costs. A subscription has been opened to indemnify the Archbishop.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 20.—By Messrs. St. Quintin and Notley.

Limehouse, near the West India Docks.—Freehold warehouse, premises, and land, occupying an area of 18,800 feet. Sold £4,306.

Eaton-square.—No. 4, Chester-terrace, term 53 years, net rental £60. Sold 860.

By Messrs. Debenham, Tewson & Farmer.

Islington.—237, Upper-street, term 33 years, net rental £100. Sold £1,310.

June 21.—By Messrs. Edwin Fox & Bousfield.

St Paul's-churchyard, No. 76, the lease of, term 20¼ years, at a rental of £168 per annum. Sold £1,610.

By Messrs. Harman & Kerr.

Kingsland-road, No. 6, Huntingdon-street, term 98 years, ground rent £7. Sold £435.

By Messrs. Furber, Price, & Furber.

Belgravia, No. 33, Claverton-street, term 62½ years, rental £60. Sold £650.

No. 35, adjoining, same term and rental. Sold £640.

No. 37, held on same terms. Sold £670.

No. 39. Sold £645.

No. 41, same term. net rental £55. Sold £610.

No. 47, same term, net rental £60. Sold £690.

No. 51, same term, net rental £55. Sold £620.

No. 53, same term and rental. Sold £650.

Nos. 55 and 57 realised £635 each.

No. 27, Grosvenor-road, term 62½ years, net rental £70. Sold £1,020.

No. 28, adjoining, same term, net rental £110. Sold £1,020.

By Messrs. Beadel.

Hants, near Ramsey, the freehold farm known as White Hall, containing 207a. 2r. 17p. Sold £9,000.

The freehold farm known as Frog Hall, with dwelling-house and buildings, containing 250a. 0r. 37p. Sold £10,600.

An enclosure of copyhold land, 6a. 2r. 24p. Sold £400.

A freehold cottage, garden, farm buildings, and 17a. 0r. 33p. Sold £1,000.

An enclosure of freehold land 4a. 2r. 34p. Sold 220.

A ditto, containing 5a. 2r. 38p. Sold £250.

A ditto, containing 6a. 2r. 8p. Sold £300.

A ditto, containing 6a. 0r. 3p. Sold £270.

A ditto, containing 13a. 1r. 30p. Sold £650.

A dwelling-house, with farm-buildings and 33a. 1r. 11p. copyhold. Sold £1, 940.

A freehold enclosure, containing 3a. 0r. 26p. Sold £200.

Four enclosures, containing 30a. 1r. 28p. copyhold. Sold £1,580.

Four ditto, containing 30a. 1r. 26p. freehold. Sold £1,540.

By Messrs. Furber, Price, and Furber.

Fitzroy-square.—No. 33, London-street, and No. 1, Cleveland-mews, term 17 years, net rental £64 9s. Sold £485.

No. 52, Marylebone-street, term 4 years, net rental £58. Sold £150.

Paddington.—No. 4, Tichborne-street, term 48 years, net rental £29 18s. Sold £380.

No. 5, adjoining, term 50 years, net rental £43 5s. Sold £560.

No. 19, term 50 years, net rental £43. Sold £545.

No. 20, same term, net rental £36. Sold £530.

No. 14, Earl-street, West, same term, net rental £43 7s. Sold £495.

No. 41, term 44 years, net rental £31 14s. Sold £320.

No. 3, Carlisle-street, term 44 years, net rental £23. Sold £265.

A leasehold improved ground rent of £10 14s. per annum, secured on No. 4, Upper Porchester-street. Sold £190.

A ditto of £10 14s., secured on No. 5 ditto. Sold £190.

A ditto of £10 14s., secured on No. 16, Tichborne-street. Sold £120.

AT GARRAWAY'S COFFEE HOUSE.

By M. W. Tabernacle.

Stoke Newington, the lease and goodwill of the Woodville Arms term 52 years, at a rental of £50. Sold £2,700.

By Messrs. Weatherall & Green.

Stepney, Nos. 78, 80, 82, 84, 86, and 88, Nelson-street, term 23 years, net rental £95. Sold £480.

Nos. 91 and 93, New-street, same term, net rental £45 14s. Sold £205.

No. 63, Jane-street, term 30 years, net rental £21 Sold £100.

Nos. 15 and 19, Charles-street, term 29 years, net rental 26, Sold £180.

Nos. 12 and 16 York-terrace, term 21 years, net rental £34, Sold £230.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Battye—On June 15, at 66, Queen's-gardens, Hyde-park, the wife of Richard Battye, Esq., barrister-at-law, of a daughter.

Jones—On June 14, at Beddington, the wife of H. R. Mansel Jones, Esq., of a son.

Palmer—On June 20, at Westholme, Worcestershire, the wife of W. W. Palmer, of Birmingham, solicitor, of a daughter.

MARRIAGES.

Kinglake—Cuthell—On June 22, at St. Gabriel's Church, Warwick-square, Robert Alexander Kinglake, barrister-at-law, to Mary Sybil, only daughter of Andrew Cuthell, Esq., of Warwick-square, Pimlico.

DEATHS.

Pinniger—On June 15, at Westbury, Wilts, Henry Pinniger, solicitor, in his 77th year.

Roumieu—On June 17, at Clarence-cottage, St. John's-wood, E. A. Roumieu, Esq., solicitor, of Union Bank-chambers, Lincoln's-inn.

Scott—On June 19, at Brighton, James John Scott, Esq., of the Middle Temple, barrister-at-law, aged 52.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, June 16, 1871.

Unlimited in Chancery.

Birmingham Banking Company.—The Master of the Rolls has, by an order dated March 22, ordered the above company be dissolved from May 22.

Limited in Chancery.

Cambrian Steam Packet Company (Limited).—Vice Chancellor Malins has, by an order dated June 12, appointed Harmood Walcot Banner, Lpool, to be official liquidator. Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims to the above. Wednesday, July 19 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Copper Miners' Company of South Australia (Limited).—Vice Chancellor Malins has, by an order dated June 10, appointed Ebenezer Erskine Scott, 5, Barge-yd, Bucklersbury, to be official liquidator. Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims to the above. Wednesday, July 12 at 12, is appointed for hearing and adjudicating upon the debts or claims.

Metropolitan Public Carriage and Repository Company (Limited).—Petition that the voluntary winding up may be continued, presented June 9, directed to be heard before Vice Chancellor Wickens on June 23. Smith, Gresham House, Old Broad-st, solicitor for the petitioner.

Oporto Mining Company (Limited).—Vice Chancellor Malins has, by an order dated June 2, appointed Mr. Chas Garlant, 56, King William-st, to be official liquidator in the place of Edwd Addis.

Shanklin Esplanade and Villa Company (Limited).—Petition for winding up, presented June 15, directed to be heard before the Master of the Rolls on Saturday, June 24. Mason, Newgate-st, solicitor for the petitioner.

TUESDAY, June 20, 1871.

UNLIMITED IN CHANCERY.

Beulah Park Estate.—Vice Chancellor Bacon has, by an order dated June 10, ordered that the above company he wound up by this court; it was also ordered that the petitioner, Fredk Jas Sargood, be appointed official liquidator. Lawrence & Co, solicitors for the petitioners.

LIMITED IN CHANCERY.

Ang'o African Company (Limited).—Petition for winding up, presented June 16, directed to be heard before Vice Chancellor Malins on June 30. Linklater & Co, Walbrook, solicitors for the petitioner.

Castle Tavern Company (Limited).—Vice Chancellor Malins has, by an order dated June 9, ordered that the above company be wound up. Edmands & Mayhew, Poultry, solicitors for the petitioners.

Ford Brothers Gloucester Enamelled Slate and Marble Works Company (Limited).—Vice Chancellor Bacon has, by an order dated June 10, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of this court. Clarke & Co, Lincoln's-inn-fields; agents for Fussell & Co, Bristol, solicitors for the petitioner.

Home Assurance Association (Limited).—Vice Chancellor Wickens has by an order dated June 9, ordered that the above company be wound up. Roberts & Simpson, Moorgate-st, solicitors for the petitioners.

Lobster and Salmon Fishing Company (Limited).—Vice Chancellor Malins has fixed July 1 at 12, at his chambers, for the appointment of an official liquidator.

Mont Cenis Railway Company (Limited).—Creditors are required, on or before July 14 to send their names and addresses, and the particulars of their debts or claims to Jas Atkinson Longridge, 3, Post's-corner, Westminster. Friday, July 28 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery

Last Day of Proof.

FRIDAY, June 16, 1871.

Ashburner, Geo, Tilgate, Sussex. Esq. July 12. Ashburner v Nix, V.C. Wickens. Markby & Tarry, Coleman-st

Druke, Sarah, Cloak-lane, Gum & Colour Merchant. July 1. Salter v Cox, M.R. Bristow, Laurence Pountney-lane

Kidd, Fras, Brunscar Ingleton, York, Gent. July 9. Shepherd v Innes, V.C. Bacon. Sharp & Son, Lancashire

King, Mary, Ablington, Gloucester, Widow. July 14. Bowly v King, V.C. Malins. Ellett, Cirencester

Morris, John, Chester, Gent. July 10. Morris v Morris, M.R. Rawle, Bedford-row

Norton, John, Nottingham, Butcher. July 10. Hickman v Plowright, V.C. Bacon. Ford, Chancery-lane

Oddy, Joshua Jepson, Cliftonville, nr Brighton, Gent. July 14. Henderson v Dunk, V.C. Bacon. Redhead, Fenchurch-st

Rimmer, Thos, Alcester, Warwick, Needle Manufacturer. July 10. Johnson v Terrill, M.R. Jones, Alcester

Wardle, Edwd, Coleman-st, Woolwich, Timber Merchant. July 10. Champion v Wardle, V.C. Malins. Hughes, Woolwich

Williams, Emily Leigh, Isleworth, Middlesex, Widow. July 15. Hunt v Etherington, V.C. Wickens. Clarke, Essex-st, Strand

TUESDAY, June, 20 1871.

Blades, Laura, Russell House, Streatham, Spinster. July 15. Blackburn v Prodgers, M.R. Greenbank, Gray's-inn-sq

Burdett, Sarah Holmes, Ivy Lodge, Twickenham, Widow. July 17. Burdett v Burdett, V.C. Malins. Farrer, Lincoln's-inn-fields

Dryborough, Mary, Banting, College-pl West, Maidenstone-hill, Greenwich, Spinster. July 14. Meades v Matthews, M.R. Hubbard, Walbrook

Francis, Thos, Augusta House, Poplar. July 13. Hewison v Francis, M.R. Cordwell, College-hill

Hughes, Lydia Nancy Hannah, St Luke's-rd, Bayswater. June 30. Jessop v Hughes, V.C. Malins. Hughes, Bedford-row

Payne, Jonas, Lower Boddington, Northampton, Farmer. July 14. Payne v Payne, V.C. Bacon. Kinch, Deddington

Pycock, Wm, Leeds, Blue Slater. July 12. Smith v Pycock, V.C. Wickens. Ward & Son, Leeds

Faraoni, Vincenzo, Triest, Austria. Oct 21. Villareal v Uhthoff, V.C. Wickens. Druce, Billiter-sq

Firkins, Joseph, Tewkesbury, Gloucester, Wine & Spirit Merchant June 14. Godsall v Home, V.C. Wickens. Brown, Tewkesbury

Fox, John, Princes-sq, Bayswater, Merchant. July 20. Hayes v Fox, V.C. Wickens. Parker & Clarke, St Michael's-alley, Cornhill

Robb, Alex, Elm Villa, Brixton-hill, Gent. July 24 Kerr v Farr, V.C. Wickens. Dawes & Sons, Angel-ct, Throgmorton-st

Robb, Robt, London. July 24. Kerr v Farr, V.C. Wickens. Dawes & Sons, Angel-ct, Throgmorton-st

Rolph, Geo. July 21. Rolph v Rolph, V.C. Wickens. Sole & Co, Aldermanbury

Rowland, John Hy, Hatton-gdn, Merchant. July 25. Rowland v Longland, V.C. Wickens. White & Son, Bedford-row

NEXT OF KIN.

Hutley, John, Canterbury-villas, Maida Vale West, Wholesale Cheesemonger. July 12. Grimston v Turner, V.C. Wickens.

Scarth, Hy, Barnes, Surrey, Esq. Nov 1. Dancer v H.M's Attorney General, V.C. Malins

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

FRIDAY, June 16, 1871.

Adams, Thos, Shipham, Somerset, Licensed Victualler. June 30. Parker, Axbridge

Agnew, Thos, Fairhope, Eccles, Lancashire, Gent. Aug 1. Sale & Co, Manch

Batchelor, Thos, Windsor, Berks, Gent. July 7. Pritchard & Sons, Gt Knightrider-st, Doctor's-commons

Brett, Edwd Saml, Bridlington, York, Surgeon. Sept 20. Harland, Bridlington

Broadbent, Wm, Bradford, York, Woolstapler. Aug 1. Rawson & Co Bradford

Duge, Harriet, Heigham, Norwich, Widow. Aug 1. Winter & Francis, Norwich

Fruendt, John Chas, Anton, Bridge-st, Blackfriars, Merchant. Sept 16 Randell, Gracechurch-st

Grahame, Thos, Leamington, Warwick, Esq. Aug 31, Wilde, & Co, College-hill

Hardy Susanna, Heigham, Norwich, Sept 1. Winter & Francis, Norwich

Hollingsworth, Thos, Regent-st, Cigar Merchant. Aug 31. Laurie & Co, Dean's-ct, Doctor's-commons

Hughes, Hy Philip, Christchurch, Southampton, Esq. July 28. Shepheard & Son, Coleman st

Mactavish, Wm, Fort Garry, Canada, Chief Factor. Sept 9. Barnard & Co, Lancaster-pl, Strand,

Messer, Wm Fredk, New-cross-rd, Esq. Sept 29. Walker & Martineau, King's-rd, Gray's-inn

Postle, Edwd, Schloss Herblingen, Schaffhausen, Switzerland, Esq. July 15. Bensly, Norwich

Pulleine, John, Methley, York, Farmer. Aug 19. Turner & Bilbrough, Leeds

Riley, Thos, Bedford, Gent. July 15. Draper, Vincent-sq, Westminster

Roberts, Joseph, Bottoms, nr Holmfirth, York, Dyer. Aug 1. Kidd, Holmfirth

Ronald, Jas, Lpool, Merchant. July 19. Haigh & Co, Lpool

Summers, Jas, Haverfordwest, Solicitor. July 22. Phillips, Haverfordwest

Taylor, Thos, Elksley, Nottingham, Farmer. Aug 13. Mee & Co, East Retford

Tyrrell, Daniel Higgs, South Benfleet, Essex, Farmer. Aug 1. Woodard, Ingram-ct, Fenchurch-st

Weakley, Geo, Hemingford-rd, Gent. Aug 31, Clarke & Co, Coleman-st

TUESDAY, June 20, 1871

Brown, Caroline, Southsea, Southampton, Widow. July 15. Edgcombe & Cole, Portsea

Browning, Chas, Gloucester-pl, Portman-sq. Esq. Aug 1. Browning, Austin Friars

Chadwick, Fredk Thos, Manch, Accountant. Sept 29. Peacock, Manch

Darby, Edwd, Chapel-st, Grosvenor-pl, Builder. July 22. Webster, Basinghall-st

Delaney, Joseph, John-st, Old Kent-rd, Leather Japanner. July 22. Ditton, Ironmonger-lane

Dewfol, John, otherwise Charles Dufall, Mostyn-rd, Brixton, Gent. Aug 2. Shapland, King William-st

Dowling, Sarah, Bedminster, Bristol, Widow. July 31. Brittan & Sons, Bristol

Elliott, Geo, Trafalgar-row, Westmoreland-rd, Walworth, Hay & Cor Dealer. July 31. Henny, Coleman-st

Ellison, Isaac, Kirkby, Lancashire, Publican. July 15. Morecroft, Lpool

Garton, Hy, Huddersfield, York, Plumber. July 17. Laycock & Co Huddersfield

Gaskell, Thos Jas, Standish, Lancashire, Cashier. July 24. Lees, Wigan

Gaskill, Jas, Hulme, Manch, Cotton Spinner. July 15. Needham, Manch

Griffiths, Geo, Ty Gwyn Carreghofa, Montgomery, Gent. Sept 1. Minshall, Oswestry

Hill, Jane, Addington-sq, Camberwell, Widow. July 22. Ditton, Ironmonger-lane, Cheapside

Horsfall, John, Slaithwaite, York, Manufacturer. Aug 1. Clough & Son, Huddersfield

Kent, Mary, Claremont-sq, Pentonville, Widow. Aug 21. Appleton, Crosby-sq

Knatchbull, Sir Hagessen Edwd Bart, Mersham Hatch, Kent. July 31. Lake & Co, New-sq, Lincoln's-inn

Lees, John, Oak Wood, Hope, Lancashire, Gent, Sept 15. Tindall & Varey, Manch

Lees, Maria, Oak Wood, Hope, Lancashire, Spinster. Sept 15. Tindall & Varey, Manch

Methuen, John Andrew, Clifton, Bristol, Esq. Aug 8. O'Donoghue & Rickards, Bristol

Methuen, Louisa Mary, Clifton, Bristol, Widow. Aug 8. O'Donoghue & Rickards, Bristol.

Richardson, Wm, Petersfield, Southampton, Gent. July 20. Soames, Petersfield

Sandier, Louis, Nottingham, Professor of Languages. Aug 12. Enfield & Dowson

Uhthoff, Fras Julia, Putney-hill, Spinster. Sept 29. Tindal & Baynes, Aylesbury

Walke, Wm Dewdney, Kingston, Devon, Gent. July 18. Andrews, Modbury

Wylde, John, Runcorn, Chester, Corn Miller. July 20. Day, Runcorn

Bankrupts.

FRIDAY, June 16, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Gordon, Chas Edwd Tudor, Cape of Good Hope, no occupation. Pet June 14. Hazlitt. July 5 at 11

To Surrender in the Country.

Callon, Wm, Kirkdale, nr Lpool, Licensed Victualler. Pet June 13. Hime. Lpool, July 5 at 2

Davies, Wm David, Ferndale, Glamorgan, Grocer. Pet June 12. Spickett. Pontypridd, June 27 at 12

Holt, Hy, Oxford, Innkeeper. Pet June 10. Dudley. Oxford, July 1 at 12

Kemp, Jas, Richmond, Surrey, Ironmonger. Pet June 13. Willoughby. Wandsworth, June 27 at 11

Matthew, Thos Hy, St Mawes, Cornwall, Draper. Pet June 13. Chilcott. Truro, June 28 at 11
Pearcy, John, Poltimore, Devon, Farmer. Pet June 12. Daw. Exeter, June 27 at 11
Simpson, Geo Robt, Colchester, Essex, Baker. Pet June 10. Barnes. Colchester, July 8 at 9.30
Temperton, John, Leicester, Boot Manufacturer. Pet June 12. Ingram. Leicester, June 29 at 12
Tremlett, Saml, Kenton Bridge Farm, Devon, Farmer. Pet June 12. Daw. Exeter, June 27 at 11
Ward, John, Tewkesbury, Gloucester, Beerhouse Keeper. Pet June 12. Gale. Cheltenham, June 27 at 11

TUESDAY, June 20, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bennett, Fras, Wm, Chalcot-ter, Regent's-pk, Lieut R.N. Pet June 17. Roche. July 6 at 12
Dyne, John Edwd, Clarendon-villas, Hornsey, Builder. Pet June 10. Roche. June 30 at 11

To Surrender in the Country.

Berrill, Geo, Northampton, Builder. Pet June 17. Dennis. Northampton, July 7 at 3
Goldschmidt, Bernhard, Birm. Pet June 14. Chauntler. Birm, July 3 at 12
Hyde, Chas Renshaw, Cheshire, Engineer. Pet July 16. Hall. Ashton-under-Lyne, June 30 at 11.
Pascoe, Wm, Wilton, Wilts, Baker. Pet June 16. Wilson. Salisbury, July 1 at 11
Peedle, Geo, Lyne, nr Chertsey, Surrey, Farmer. Pet June 9. Bell. Kingston, July 6 at 3
Richard, Joseph, Oldbury, Worcester, Machinist. Pet June 15. Watson. Oldbury, July 1 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, June 16, 1871.

Quinn, Thos, Manley-road, Kennington-pk, Builder. June 16
Robson, Richd Storer, South Shields, Durham, Draper. June 13

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 16, 1871.

Abram, Edwd, Higher Tranmere, Chester out of business. June 30 at 2, at office of Moore, Duncan st, Birkenhead
Bell, Jas, Jarrow, Durham, Grocer. July 8 at 12, at offices of Duncan, King st, South Shields
Bennett, Thos, Lpool, Boot Dealer. June 30 at 3, at office of Samuell, Cook st, Lpool
Benson, John Erasmus, Bexley heath, Kent, Manager to a Timber Merchant. June 28 at 2, at offices of Russell & Co, Old Jewry chambers
Bullen, Hy, Mortlake, Surrey, Grocer. June 29 at 11, at offices of Buchanan, Basinghall st
Bullen, Thos, Rainhill, Lancashire, Beerseller. June 29 at 3, at the Patten Arms Hotel, Warrington. Bellringer, Lpool
Campbell, Andrew, Friday st, Cannon st, Wine Merchant. June 26 at 4, at offices of Pelham, Arbour sq, Stepney
Clark, Jonas, Jamaica level, Rotherhithe, Beer Retailer. July 5 at 2, at office of Lilley, Copthall ct, Throgmorton st
Cohen, Jas Cohen, Lpool, Merchant. June 29 at 2, at office of Thornely & Archer, Water st, Lpool
Conlan, Wm Joseph, Breeze hill, nr Lpool, Book-keeper. June 30 at 1, at the Law Association rooms, Cook st, Lpool. Etty, Lpool
Dobson, John, Scarborough, York, Draper. June 26 at 11, at offices of Williamson, Newborough st, Scarborough
Fowraker, Hy Jas, Whipton, Devon, Innkeeper. June 28 at 11, at the Castle Hotel, Castle st, Exeter. Floud, Exeter
Furniss, Jas, Sheffield, Cheesefactor. June 28 at 2, at offices of Smith & Hinde, Bank st, Sheffield
Gardiner, Edwd, Mitcheldean, Gloucester, Grocer. June 27 at 1, at office of Jones, Berkeley chambers, Gloucester
Geary, John Joseph, Leamington Priors, Warwick, Tailor, July 7 at 2, at offices of Greenway & Co, Jury st, Warwick
Greenwood, Jas, Brighouse, York, Carpenter. June 30 at 3, at the George Hotel, Brighouse. Chambers & Chambers, Brighouse
Hill, Saml Best, Rastrick, York, Grocer. June 27 at 3, at offices of Leeming, George st, Halifax
Howard, Hannah, Southport, Lancashire, Painter. June 29 at 12, at office of Barker, Clayton sq, Lpool
Howard, Saml Cotes, Hadleigh, Suffolk, Tailor. July 4 at 12, at office of Pollard, St Lawrence st, Ipswich
Hughes, Hugh, Amlwch, Anglesey, Draper. July 3 at 2, at the British Hotel, Bangor. Roose, Amlwch
Hart, Isaac, Middlesex st, Aldgate, Retail Butcher. June 28 at 3, at the City Arms Tavern, Blomfield st, Finsbury. Padmore
Hay, Cecilia, Shrewsbury, Salop, Watchmaker. July 5 at 11, at offices of Morris, Swan hill, Shrewsbury
Knott, Wm, Middlesborough, York, Innkeeper. June 26 at 11, at offices of Dobson, Gosford st, Middlesborough
Laurie, Wm, Osney Town, Oxford, Travelling Draper. June 29 at 11, at offices of Mallam, High st, Oxford
Loxton, Hy, Birm, Wine Merchant. June 28 at 12, at offices of Southall & Son, Newhall st, Birm
Mason, Wm, Wednesbury, Stafford, Stocktaker's Assistant. June 28 at 12, at offices of Slater, Butroft, Darlaston
Morris, John, Brynmawr, Brecon, Grocer. July 4 at 12, at the County Court office, Tredegar. Davies, Brynmawr
Mueller, Geo, High st, Deptford, Watchmaker. July 5 at 12, at the Freemasons' Tavern, Gt Queen st, Lincoln's-inn-fields. Thorp
Palmer, Hy Tonss, Chonmert rd, Rye lane, Peckham, Clerk. July 3 at 12, at 2 Gresham bldgs, Basinghall st. Dubois & Griffiths, Church passage, Guildhall yd
Perkins, Wm, Vernon pl, Bloomsbury sq, Dairyman, June 30 at 12, at office of Preston, Mark lane
Pritchard, Rich Wm, Llanbedr, Carnarvon, Draper. June 29 at 10, at office of Louis, Well st, Ruthin
Reed, Thos, Brighton, Sussex, Boot Dealer. June 29 at 3, at office of Wetherfield, Gresham bldgs
Smith, John, John Smith, jun & Robt Smith, Somerset, Ironfounders. June 29 at 11.30, at Clarke's Hotel, Taunton. Huggins, Exeter
Smith, Thos Richd, Park rd, Peckham, Grocer. June 28 at 3, at offices of Bath & Co, King William st
Stripe, Wm Hy, jun, Southsea, Hants, Painter. June 29 at 10, at office of Walker, Union st, Portsea
Sulley, Chas, Ipswich, Suffolk, Newspaper Proprietor. July 3 at 3, at office of Hill, St Nicholas st, Ipswich
Vallee, Augustus, Bethnal Green rd, Importer of French Moulds. July 3 at 11, at office of Morris, Grocer's hall ct, Poultry
Watson, Fras, Guiseley, York, Cloth Manufacturer. June 28 at 1, at the Queen Hotel, Appleby bridge. Siddall, Otley
Webber, Chas Shilstone, Bristol, Merchant. June 27 at 12, at offices of Press & Inskip, Small st, Bristol
Weaver, Wm Arundale, Heaton Norris, Lancashire, Coal Agent. June 26 at 11, at the Vernon Arms Hotel, Warren st, Stockport. Law
Wensley, Walter Richd, Bath, Auctioneer. June 29 at 11, at offices of Bartrum, Northumberland bldgs, Bath
Wheeler, John Hy, Totterdown, Wilts, Mail Contractor. June 30 at 12.30, at office of the Registrar, Swindon. Simmons & Clark, Bath
Winzar, Geo, Bath, Fishmonger. July 4 at 3, at the Cross Keys Hotel, Orange grove, Bath. Shrapnell, Bradford
Woodward, Hy, Lincoln, Draper. June 29 at 11, at offices of Toynbee & Larken, Bank st, Lincoln

TUESDAY, June 20, 1871.

Ager, Thos, Barnard's inn, Holborn, Financial Agent. June 28 at 1, at 3 Barnard's inn, Holborn. Roberts, Spring gardens, Whitehall
Allen, Richd, Newport, Isle of Wight, Butcher. July 3 at 12, at office of Hooper, High st, Newport
Angel, Fredk Sprav, Albert ter, Finchley, Bookseller. July 5 at 12, at office of Greatorex, Chancery lane
Barter, Timothy, Charlton green, Kent, Miller. July 11 at 2, at office of Fox, Townhall st, Dover
Beasley, Richd, Birm, Licensed Victualler. June 30 at 3, at offices of East, Colmore row, Birm
Bilby, John, Bishop's Stortford, Hertford, Draper. June 30 at 12, at the Guildhall Coffee house, Guildhall yd. Baker, Bishops Stortford
Brett, Joseph, Lower Marsh, Lambeth, Pork Butcher. July 3 at 11, at offices of Gower, Cheapside. Downes
Brown, Jas, Theydon Bois, Essex, Farmer. June 30 at 2, at office of Grout, Suffolk lane, Cannon st
Castanos, Geo, Lpool, out of business, July 7 at 2, at offices of Tyrer & Co, North John st, Lpool
Chinnow, Jas Martin, Swansea, Glamorgan, Grocer. June 29 at 11, at offices of Barnard & Co, Bristol. Field & Home, Swansea
Churcher, Thos Hy & Fredk Churcher, Worthing, Sussex, Builders. July 3 at 1, at the Albion Hotel, Worthing. Hall, Fenchurch st
Coleman, Nicholas & Hy Hingston, Queen's crescent, Kentish town, Ironmongers. July 4 at 12, at office of Briant, Winchester house, Old Broad st
Cook, Eliz & Wm Cook, Plymouth, Devon, House Painters. July 4 at 11, at offices of Edmonds & Son, Parade, Plymouth
Cooper, Hy, Silverdare, Stafford, Boot Dealer. July 3 at 3, at office of Hollinshead, Market st, Tunstall
Cope, Chas Ball, Sheffield, Chemist. July 6 at 12, at the Cutlers' hall, Sheffield. Badger
Cowell, Geo Joseph, Pendleton, nr Manch, Hot Water Apparatus Manufacturer. June 30 at 2, at office of Chapman & Co, Fountain st, Manch
Currie, Jas, Bradford, York, Draper. July 3 at 12, at offices of Chesney, Dewhirst's bldgs, Manchester rd, Bradford. Moore
Dabbs, Wm Mattocks, Victoria rd, Hackney, Builder. July 7 at 2, at 5 Mason's avenue, Basinghall st. Nicol & Son, Queen st, Cheapside
Day, Joseph, Hanley, Stafford, Grocer. July 3 at 11, at the Saracen's Head Hotel, Hanley
Deeley, Geo, Northampton, Coal Merchant. July 6 at 11, at the Chamber of Commerce, Corn Exchange Parade, Northampton. White Northampton
Don, Lady Emily Eliza, Nottingham, Actress. July 7 at 3, at offices of Acton, Imperial bldgs, Victoria st, Nottingham
Downing, Arthur, Manningtree, Essex, Watchmaker. July 6 at 4, at the Waggon[& Horses inn, Colchester
Dyke, Thos, Aberdare, Glamorgan, Draper. June 30 at 12, at offices of Williams & Co, The Exchange, Bristol. Linton, Aberdare
Freakley, John, Wolverhampton, Stafford, Blacking Manufacturer. June 29 at 11, at offices of Cresswell, Bilston st, Wolverhampton
Garbett, Anne, Stourport, Worcester, Stonemason. July 3 at 3, at office Crowther, Bridge st, Stourport
Gee, Jas, Wigan, Lancashire, Joiner. July 6 at 11, at offices of Ashton, King st, Wigan
Gentry, Walter, Littlebury Mill, Essex. June 30 at 2, at offices of Brown, Basinghall st
Holroyd, Albert, West Bromwich, Stafford, Stonemason. July 3 at 4, at offices of Sheldon, Lower High st, Wednesbury
Horrocks, Thos, Gt Bolton, Lancashire, Attorney's Clerk. July 1 at 11, at office of Ryley, Mawdsley st, Gt Bolton
Hunter, Geo, Medomsley, Durham, Grocer. July 1 at 2, at offices of Kidd & Co, Royal Arcade, Newcastle-upon-Tyne
Ingle, Isaac Thos, Rigton, York, Steam Thrasher. July 7 at 1, at offices of Siddall, Charles st, Otley
Kehle, Joseph, Norwich, Watchmaker. June 28 at 12, at office of Clabburn, London st, Norwich
Kellaway, Maria, Dorchester, Dorset, Butcher. July 3 at 2, at the Antelope Hotel, Dorchester. Burnett, Dorchester
Kidd, John, Toxteth pk, Lpool, Clothier. July 3 at 2, at offices of Martin, Castle st, Lpool
Kilner, Edmd & Hy Riley, Sheffield, File Manufacturers. July 3 at 12, at office of Wing, Prideaux chambers, Change alley, Sheffield, Fernell, Sheffield
Ledger, Byron, Sheffield, Razor Manufacturer. July 17 at 2, at offices of Parkin, North Church st, Sheffield
Leech, Geo, Norwich, Gasfitter. June 29 at 11, at office of Clabburn, London st, Norwich
Lewis, Anne, Wath-upon-Dearne, York, Boot Dealer. June 29 at 1, at offices of Johnson, Burlington st, Wath-upon-Dearne

Lewis, Geo Edwd, Birm, Gunmaker. June 30 at 11, at offices of Duke, Christ Church passage, Birm
Manwaring, Thos, Birm, Sewing Machine Agent. June 29 at 3, at offices of East, Colmore row, Birm
Mellor, David, Rawdon, York. Painter. July 7 at 10, at offices of Hargreaves, Market st, Bradford
Newcombe, Geo, Heath rd, Twickenham, Hat Manufacturer. July 5 at 3, at offices of Sherrard, Clifford's inn
Old, Hy. Falmouth, Cornwall, Tailor. June 30 at 12, at offices of Jenkins, Post Office bldgs, Church st, Falmouth
Prinn, Geo, Ludlow, Salop, Hair Dresser. July 4 at 11 at office of Morris, Swan hill, Shrewsbury
Ridler, Thos, Bradford, York. Grocer. July 3 at 3, at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford
Rogers, Wm, Oxford, Tailor. July 4 at 3, at 5 George st, Oxford. Kilby & Son, Banbury
Steel, Wm, Doncaster, York, Paper Hanger. July 1 at 12, at office of Tattershall, Queen st, Sheffield. Pearson, Doncaster
Stocks, John, Halifax, York, Journeyman Cabinet Maker. July 3 at 4, at offices of Storey, Cheapside, Halifax
Stokes, Wm Joseph Chas, East st, Lambeth walk, Carpenter. June 30 at 3, at offices of Hicklin & Washington, Trinity sq, Southwark
Street, John, Oldham, Lancashire, Commercial Traveller. July 3 at 11, at office of Mellor, Church lane, Oldham
Taylor, John, Delph, York, Grocer. July 3 at 4, at offices of Addleshaw, King st, Manch
Timins, Saml Cleveland, Loughborough, Leicester, Printer. July 4 at 12, at offices of Goode, Market pl, Loughborough
Truss, Thos Seaville, Friar st, Blackfriars rd, Civil Engineer. June 29 at 1, at office of Blake, Lincoln's-inn-fields
Walker, Wm, Staincliffe, nr Dewsbury, York, Rag Dealer. July 3 at 3 at offices of Chadwick & Son, Church st, Dewsbury
Webber, Wm Rowe, Buckland Monachorum, Devon, Builder. July 4 at 11, at office of Greenway & Adams, Frankfort st, Plymouth
Webber, Wm Woolmington, Crewkerne, Somerset, Wine Merchant. July 7 at 2.30, at the White Lion Hotel, Broad st, Bristol. Budge, Crewkerne
Whittall, Jas, Walsall, Stafford, Licensed Victualler. July 3 at 12, at offices of Glover, Park st, Walsall
Wisbey, Jas, Little Shelford, Cambridge, Builder. July 4 at 11, at office of Ellison, Alexandra st, Petty-cury, Cambridge
Wodson, Wm Geo, Newcastle-upon-Tyne, Builder. June 30 at 12, at office of Allan & Davies, Grainger st, Newcastle-upon-Tyne
Wood, Frank, Worthing, Sussex, Jeweller. July 5 at 2, at offices of Elcum & Hocombe, Bedford row, Bloomsbury. Mills, Brighton
Wood, Wm Randall, jun, Gracechurch st, Timber Merchant. June 30 at 2, at the Guildhall Coffee house, Guildhall. Moojen
Worrall, Philip, Blackheath, Stafford, Beerhouse Keeper. July 4 at 3, at offices of Stokes, Priory st, Dudley